



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
MULTI-AGENCY REGULATORY SYSTEM (MARS)**

RFP NUMBER: RFP # 317.03-122

May 20, 2005

CONTENTS

SECTION	PAGE
1 INTRODUCTION.....	3
2 RFP SCHEDULE OF EVENTS.....	10
3 PROPOSAL REQUIREMENTS.....	11
4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION.....	13
5 PROPOSAL EVALUATION & CONTRACT AWARD.....	17

RFP ATTACHMENTS:

6.1 <i>Pro Forma</i> Contract.....	20
------------------------------------	----

CONTRACT ATTACHMENTS:

A Business Requirements.....	44
B Data Requirements.....	164
C Reporting Requirements.....	213
D Interface Requirements.....	234
E Security Requirements.....	242
F Training Requirements.....	246
G Data Conversion Requirements.....	251
H Infrastructure and Standards Requirements.....	265
I Project Management Requirements.....	270

RFP ATTACHMENTS, continued:

6.2 Proposal Transmittal/Statement Of Certifications & Assurances....	303
6.3 Technical Proposal & Evaluation Guide.....	304
6.4 Cost Proposal & Scoring Guide.....	317
6.5 Proposal Score Summary Matrix.....	326
6.6 Performance Bond.....	328
6.7 Reference Information Questionnaire.....	330
6.8 Business Requirement Gap Analysis.....	333
6.9 Software, Hardware, and Communications Protocols.....	337

1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

The State intends to secure a contract for software, installation, training, and software support for a licensing and investigative and fee management system for agencies responsible for Regulatory Boards.

The User Departments involved in this procurement (Health, Commerce and Insurance, Financial Institutions, and Education) are seeking a proven solution that has successfully been implemented in similar environments. These User Departments wish to keep the issue of specific hardware solutions open. The objective is to not exclude any vendor from offering a proposed solution that will run on a State approved technology platform. The two hardware implementation options favored by the User Departments include a) individual mid-range computers and b) a single shared mid-range computer with multiple instances of the Regulatory Boards System database. The State of Tennessee reserves the right to install multiple instances of the software, on multiple servers, in multiple locations to meet its implementation needs. The State requires one data configurable version of the software capable of being installed for all agencies.

1.1.1 The purpose of this Request for Proposals (RFP) is to:

- ✓ Define the State's minimum service requirements;
- ✓ Outline the State's process for procuring that service;
- ✓ Solicit proposals; and
- ✓ Evaluate the services offered by each Proposer.

The Multi-Agency Regulatory System (MARS) must provide the means to replace existing applications that no longer meets the user's business needs. The MARS application will enable several departments of Tennessee State Government to meet their mandate to support the State's licensing function.

Under this RFP the System will be deployed in several Departments; including the following, for which data conversion and implementation is provided under this RFP:

Department of Health: The MARS system will serve approximately 30 Health Related Regulatory Boards, supervising approximately 105 professions. There are approximately 500,000 Health Board records in the current Regulatory Boards System (RBS) application. Of those records, approximately 240,000 are active records and 260,000 inactive records. Each Regulatory Board has similar, but different reporting needs and requirements, currently resulting in over 2000 reports and 1125 form letters. There are more than 625,000 parcels mailed each year.

Department of Financial Institutions: The MARS system will serve approximately 4 Boards, supervising approximately 11 professions. There are approximately 27,000 Board records in the current RBS application. Of those records, approximately 20,000 are active records and 7,000 inactive records. Each Regulatory Board has similar, but different reporting needs and requirements, currently resulting in over 178 reports and 102 form letters. There are more than 12,000 parcels mailed each year.

Department of Commerce and Insurance: The MARS system will serve approximately 31 Boards, supervising approximately 105 professions. There are approximately 900,000 Board records in the current RBS application. Of those records, approximately 381,000 are active records and 519,000 inactive records. Each Regulatory Board has similar, but different reporting needs and requirements, currently resulting in over 4,000 reports and 2,000 form letters. There are more than 1,500,000 parcels mailed each year.

The current technical platform for these three agencies is a two-tier client / server architecture. The application and data resides on the first tier, a Sun E-3000 server, operating in a UNIX environment, written in the Informix language. The second tier, individual workstations include an assortment of Intel based computers running in a Windows environment. The database management system is Informix. The approximately 600 RBS users are connected to the server via the State's Wide Area Network using a TCP/IP protocol.

In addition to these three agencies, the Department of Education would like to replace their antiquated system that processes approximately 25,000 educator licenses per year. The current system is a mainframe-based application (CICS) that has approximately 280,000 licensed educators in the current application. Of these, there are approximately 80,000 active educators and 200,000 inactive. There were more than 35,000 document parcels mailed during 2004.

The goal is to upgrade the current applications in terms of functionality, technical architecture and software platform. The State wishes to improve the workflow, and make the application more user friendly to the application's end user community in a timely and cost effective manner. The objective is to minimize the number of challenges and risks to the State by replacing an application that is more than 10 years old.

While the RBS systems have served the State well, there are a number of technology issues that have been identified. They include, but are not limited to:

- ✓ The existing Regulatory Board Systems use outdated presentation technology. Data may only be entered using menu-driven text screens that are hard to read and complicated to navigate. Entering and retrieving simple pieces of information requires many steps. The RBS application is more suited for terminal and keyboard-only technology and does not take advantage of the capabilities of the current user hardware, applications, and operating system software installed base.
- ✓ The current Regulatory Board Systems forms, screens, and keyboard manipulation techniques lack user friendliness or usability. Examples of usability concerns include minimal user prompts, limited system feedback, and few help features.
- ✓ The current applications and databases have extremely difficult-to-learn screen forms and text-based commands. Unlike more modern applications, the existing application has no interactive tutorials to teach new users the complexities of this process. Instead, the current systems have overly complex, lengthy, and inaccurate manuals that require a long time to master. The current application makes this learning task even harder, since it has no training system on which new users may practice as they read the manuals. The learning curve for the old system is extensive.
- ✓ The current RBS (Health, Commerce & Insurance, Financial Institution) Informix database is batch processed at night to produce Internet and Intranet online reports and downloadable files for the next day. These reports and files reflect the previous day's data on applicant, licensee, respondent, or complainant public information. IBM purchased the Informix database product in 2001. As IBM blends the Informix product into their product line, an issue arises as to the viability of the product support which creates a shortage of Informix technicians, which in turn challenges the State's ability to maintain and enhance the current application.
- ✓ The original design of the current Regulatory Board System used by Health, Commerce & Insurance and Financial Institutions uses a separate database for each of the professions which creates challenges for the tracking of and reporting on individuals and organizations that have multiple licenses and supplementary relationships between them.

Report writing with this complicated database structure is challenging and time consuming.

At the present time, there are a number of RBS functions that are accessed through the State of Tennessee portal. The two major functions are the Consumer Right to Know Profile of licensed professionals, and the license renewal function. Currently, all Internet fee-based transactions are processed by National Information Consortium (NIC), the vendor who developed the State's portal. The State's current policy is that NIC will process all citizen facing or fee based transactions. Currently, the Department of Education downloads data from the mainframe to an Oracle database. A web interface has been created that allows school districts to access teacher records to check for certification and/or classifications of their teachers. The public can also access a subset of the information to validate teacher credentials. The current State policy is that NIC will manage this interface.

- 1.1.2 The State intends to secure a contract for the replacement of the current Regulatory Board Systems with the MARS system that provides the same functions and improvements, as described in the *Pro Forma* Contract. The System will meet the common needs for multiple departments of Tennessee State Government: initially the Department of Health, the Department of Financial Institutions, the Department of Commerce and Insurance, and the Department of Education (the "User Departments"). There is the possibility that the system may be extended to other State agencies in the future (see Contract Section A.4).

The System will support the business processes required for issuing and renewing professional licenses or certificates for individuals and organizations. The system includes processes for managing and tracking of applications, licenses, fees, inspections, examinations, continuing and pre-licensure education, work experience, supporting license relationships, other state licenses, Consumer Right to Know information, and investigations and enforcement actions related to a licensee. There are system processes that handle creation of form letters and related contact and document histories. There are processes used for Profession Set-up that allow each board to tailor each individual profession to meet their specific licensing requirements. The System has interfaces to other systems in the User Departments, in other agencies of State Government, and in organizations outside State Government.

- 1.1.3 In accordance with the RFP's *Pro Forma* Contract Scope of Services, the successful Proposer will provide a commercially available Regulatory Board licensing solution to be used by multiple agencies within the State. The goal of the new solution is to:
- ✓ Upgrade the current applications in terms of functionality and technical architecture, with an increased use of new and innovative technology,
 - ✓ Improve the workflow, using best practices in business functionality,
 - ✓ Provide accessible information to management, staff workers and the user community,
 - ✓ Enhance usability with enhanced navigation and a graphic interface, and
 - ✓ Improve the quality of service to the Boards, the Licensees and the citizens of the State with a comprehensive reporting solution.

The software being acquired should be specifically geared toward the business of State government. The product proposed should have been developed for a state or a similar governmental entity, or at least be easily adaptable to the State of Tennessee's environment. The requirements for the proposed software include, but are not limited to, the following:

- ✓ it must be accessible via a web browser on the State's intranet;
- ✓ it must integrate with existing office products and imaging software; and
- ✓ it must produce statistics, reports, and other outputs as required.

The State will only accept a technical solution that will leverage current technology to mitigate the risks and challenges of the current application. The resulting system will place the necessary information at the fingertips of the program personnel, in a format that enhances their ability to better serve their customers. The solution will be built on state-accepted standards and an open systems architecture that utilizes a distributive approach to information systems. Specifically, the proposed system will utilize at a minimum a three-tier architecture, with all the data residing on one tier; Java or .NET based components containing the business rules and logic on the second tier; and the browser-based presentation layer residing on the third tier, which is the user's desktop workstation.

- ✓ The approach will be to provide a solution that has already been successfully implemented in a number of similar organizations and is the same base version of the product that will be installed at the State of Tennessee. While the State anticipates that the solution provided will be, for the most part, “turn-key,” the successful vendor may have to modify their software to meet the State’s requirements.

1.1.4 The State recognizes that the Contractor may require the State to agree to certain Contractor licensing provisions for the proposed software. If this is the case, any and all Contractor licensing agreements shall be included (in original or modified form) as addenda to this Contract, and the State’s signature on this Contract shall constitute the State’s written agreement to the provisions so included. **The State will not sign separate Contractor licensing agreements.** Moreover, in the event of any conflict between the terms of this Contract and the terms of any Contractor software licensing provisions, the terms of this Contract shall prevail. In addition, the State reserves the right to modify the Contractor’s software licensing provisions prior to agreeing to them, if the State deems this necessary in order to meet State legal requirements.

1.1.5 In addition to the packaged solution, the State requires the successful Proposer to provide a number of other related services:

- ✓ Security for the data and processes of the System is required: the application will operate in an organization that is a Covered Entity, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and must be compliant with the HIPAA Privacy and Security Rules.
- ✓ Training of trainers (“train the trainer”), technical staff, and help desk personnel in the operation of the System is a requirement.
- ✓ Data conversion from the current RBS database to the new MARS data structure. The requirement is for an automated conversion process that must consolidate the RBS individual profession databases into a single, integrated database, for Health, Commerce & Insurance and Financial Institutions.
- ✓ Data conversion from the current Department of Education database to the new MARS data structure.
- ✓ Project Management responsibilities from the Contract Award through the completion of Contractor’s responsibilities in the Implementation Phases of the System.
- ✓ Provide ongoing technical support to the State for the term of the contract.

Following the Implementation of the System, the Contractor is required to provide maintenance and support the system for the entire term of the contract with remedial maintenance, as described in the *Pro Forma* Contract. There is also a provision in the contract for performance of services related to modifications and enhancements of the System, to provide for requirements related to the System, but not known at the time the RFP was written.

1.1.6 The personnel supplied by the vendor will provide MARS within the context of the technical environment described by the *Tennessee Information Resources Architecture*. The vendor may request a copy of the *Tennessee Information Resource Architecture* by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1. When a contract is executed pursuant to this RFP, the *Tennessee Information Resources Architecture* will be included as a Contract Addendum. The State must approve the use of any non-state standard products.

1.2 **Scope of Service, Contract Period, and Required Terms and Conditions**

The RFP Attachment 6.1, *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables in Section A;
- Contract Term in Section B;
- Payment Terms and Conditions in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *Pro Forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director of Resource Development and Support
 12th Floor, William R. Snodgrass Tennessee Tower
 312 8th Avenue North
 Nashville, TN 37243
 Tele: (615) 741-6049

1.4 **Assistance to Proposer's With a Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 **RFP Communications**

- 1.5.1 All communications regarding this RFP should be in writing and must be directed to the following RFP Coordinator, the State of Tennessee's only point of contact for this RFP.

Mitzi R. Hale
 Department of Finance and Administration
 17th Floor, Wm. R. Snodgrass Tennessee Tower
 312 8th Avenue North
 Nashville, TN 37243-1510
 (615) 741-3735 telephone
 (615) 532-0471 FAX
Mitzi.Hale@state.tn.us

NOTICE: Unauthorized contact regarding this RFP with other employees or officials of the State of Tennessee may result in disqualification from this procurement.

- 1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP # 317.03-122

- 1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). Most important documents will be posted on the following website:
- <http://state.tn.us/finance/oir/pcm/rfps.html>
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, e-mail address and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions

will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Department of Finance and Administration
Wm. R. Snodgrass Tennessee Tower
3rd Floor, Multi-Media Room
312 8th Avenue North
Nashville, TN 37243-1510

1.9 Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of Two Hundred Fifty Thousand dollars (\$250,000.00). The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6) and provide it to the State no later than the Performance Bond Deadline date detailed in the RFP Section 2, Schedule of Events. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of Two Hundred Fifty Thousand dollars (\$250,000.00), may be substituted if approved by the State prior to its submittal.

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (<u>all</u> dates are state business days)
1. State Issues RFP		May 20, 2005
2. Disability Accommodation Request Deadline		May 27, 2005
3. Pre-Proposal Conference	1:00 p.m.	May 31, 2005
4. Notice of Intent to Propose Deadline		June 2, 2005
5. Written Comments Deadline		June 7, 2005
6. State Responds to Written Comments		June 21, 2005
7. Proposal Deadline	2:00 p.m. CDT	June 28, 2005
8. State Contacts Proposers to Schedule Software Demonstrations		July 12, 2005
9. Proposers Conduct Software Demonstrations		July 25 through July 29, 2005
10. State completes the Technical Proposal Evaluations		August 2, 2005
11. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	August 3, 2005
12. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	August 5, 2005
13. Contract Signing		August 17, 2005
14. Contract Signature Deadline		August 24, 2005
15. Performance Bond Deadline		September 2, 2005
16. Contract Start Date		September 6, 2005

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original, twelve (12) copies, and one (1) CD containing a copy in ".pdf" format of the Technical Proposal to the State in a sealed package that is clearly marked:

"Technical Proposal in Response to RFP # 317.03-122-- Do Not Open"

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

"Cost Proposal in Response to RFP # 317.03-122 -- Do Not Open"

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

"Contains Separately Sealed Technical and Cost Proposals for RFP # 317.03-122"

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Mitzi R. Hale
17th Floor, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *Pro Forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

- 4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
- 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

Most work under this RFP, with the exception of program coding and program unit testing, is to be performed, completed and managed at one or more Nashville, Tennessee, State government office sites: e.g., the offices of the Departments of Finance and Administration, Health, Financial Institutions, Commerce and Insurance, and Education.

Program coding and program unit testing may be performed at the Contractor's location and managed by the Contractor. Any communications costs related to program development will be the responsibility of the Contractor.

Notwithstanding the above, at the State's discretion the State may require Contractor personnel to be on-site in Nashville during any phase of the project if the State deems this to be necessary and in the best interest of the MARS project.

The State may also request that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. In such cases, the State will request the travel in advance, in writing, and will compensate the Contractor in accordance with State of Tennessee Comprehensive Travel Regulations, as amended from time to time. These regulations may be viewed on the State's web site at <http://www.state.tn.us/finance/act/policy.html>.

The State will provide a maximum of ten on-site workstations to the Contractor for all phases of the project. The State will also provide access to the necessary computer system, a copy machine, phones, meeting rooms, and office supplies.

Normal State work hours are 8:00 a.m. to 4:30 p.m., with additional hours worked as necessary to meet project deadlines. All work performed on the State's premises shall be completed during the State's standard business hours, unless otherwise agreed to by the State.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

www.state.tn.us/finance/rds/ocr/sprs.html

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma Contract*, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, the software demonstration, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	20
Technical Approach	40
Software Demonstration	10
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide--Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, shall evaluate responsive proposals.

Each evaluator on the Proposal Evaluation Team shall evaluate the "General Proposer Qualifications and Experience" section of each Proposal (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide--Section B) and the "Technical Approach" section of each Proposal (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide--Section C).

The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide.)

5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.

5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.

5.2.2 Upon completion of the "Qualifications and Experience" and "Technical Approach" scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average "Qualifications and Experience" and "Technical Approach" scores for each Proposal to derive the "Total Qualifications and Experience and Technical Approach" scores for each Proposal, using RFP Attachment 6.5, Proposal Score Summary Matrix.

5.2.3 Qualified Proposers shall be required to make a "Software Demonstration" (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide--Section D) before the Proposal Evaluation Team.

5.2.3.1 Each member of the Proposal Evaluation Team shall score each demonstration. Upon completion of the Software Demonstration scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average "Software Demonstration" score for each Proposal, using RFP Attachment 6.5, Proposal Score Summary Matrix.

5.2.3.2 The RFP coordinator will then calculate the Technical Proposal Score for each Proposal by adding the "Total Qualifications and Experience and Technical Approach score and the "Software Demonstration" score.

- 5.2.3.3 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.4 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).
- 5.2.5 All calculations shall result in numbers rounded to two decimal places (e.g., 999.99).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1

PRO FORMA CONTRACT

The *Pro Forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of an application computer system, the Multi-Agency Regulatory System (the “System” or “MARS”) and associated services, as further defined in the “SCOPE OF SERVICES.”

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. General Scope of the MARS Project. Contractor agrees to provide the Multi-Agency Regulatory System (“MARS”, or “System”) application in accordance with the requirements expressed herein and in the *Request for Proposals for Multi-Agency Regulatory System (MARS)*, hereinafter referred to as the “RFP.”

MARS Functional/Technical Requirements and Project Management. The Contractor shall manage the MARS Project and deliver a MARS system in accordance with requirements stated in the following Contract Attachments:

Attachment A: Business Requirements
Attachment B: Data Requirements
Attachment C: Reporting Requirements
Attachment D: Interface Requirements
Attachment E: Security Requirements
Attachment F: Training Requirements
Attachment G: Data Conversion Requirements
Attachment H: Infrastructure and Standards Requirements
Attachment I: Project Management Requirements

- A.1.1. Base License Initial Licensure.

- a. The Proposer shall provide a license (or "licenses") to the State that will allow up to six hundred (600) State concurrent users to use the MARS system (this license, or these licenses, are referred to herein as the "base license"). The State reserves the right to install multiple instances of the software, on multiple servers, in multiple locations to meet their implementation needs. These installs will include production, test and development systems. The State requires one data configurable version of the software capable of being installed for all agencies.
- b. The Contractor shall provide the base license to the State at the same time that the Contractor installs the software on the State's systems environment as described below in Contract Section A.2.a.
- c. The State will compensate the Contractor for Base License Initial Licensure as described in Contract Section C.3.

A.2. Project Phases. The MARS system will be delivered and implemented in accordance with the following project phases. With regard to functional and technical requirements, it is assumed that the Contractor's commercially available software may not meet all of the State's requirements as expressed herein, and therefore that the Contractor may have to customize and tailor the software. If this is the case, the Contractor shall provide any missing functionality within the fixed Phase Costs proposed in response to the RFP and expressed in Contract section C.3. There shall be no additional charges to the State for customization required to meet the State's requirement expressed herein.

The phases will occur in the order given below, and generally each phase must be completed prior to moving on to a subsequent phase. However, with the written permission of the State, a given phase may be started prior to the completion of its predecessor. (The project Phases are as described in Contract Attachment I – Project Management Requirements.)

- a. Design Phase – During this phase, Contractor staff will meet with State staff to plan the subsequent steps in the project; assume project management responsibilities described in Contract Attachment I; review the functional and technical requirements; develop the Data Conversion Plan; and install, configure, and test the software on the State's systems environment. The Contractor will demonstrate that the system is fully functional in the State's environment. Section C.3 describes the allowance of incremental payment points after completion of the Design Phase for each of the four Departments; Health, Commerce and Insurance, Financial Institutions, and Education. Each Department's Design Phase shall not be deemed complete until the Contractor has delivered and the State has provided a written approval to all the deliverables of the Department's Phase.
- b. Construction Phase – During this phase, the Contractor will continue to fulfill project management responsibilities; modify MARS to provide the functions in the Contract Attachments; refine the Test Management Plan; develop and test data conversion procedures, including software to automatically convert data from the current databases to the MARS database(s); convert or otherwise prepare reference tables; prepare for and conduct training; and other tasks necessary to prepare for the User Acceptance Test phase. This phase shall not be deemed complete until the Contractor has delivered, and the State has provided a written approval, to all the deliverables of the phase.
- c. Acceptance Test (User Acceptance Test, or UAT) Phase – During this phase, the Contractor will support the State in the conduct of the UAT; perform remedial design and construction tasks as required; and complete any tasks necessary to prepare for the Implementation Phase(s). This phase shall not be deemed complete until the Contractor has delivered, and the State has provided a written approval, to all the deliverables of the phase.
- d. Implementation Phase(s)

- i. (The Implementation Phase may occur at approximately the same time, but on different schedules, in the various User Departments.) During these phase(s), Contractor staff will map, migrate, test and clean-up the essential data required for the MARS system to function; complete training of State staff; and other tasks necessary for production use of MARS by the State. The point at which the State can use the system should be detailed in the Contractor's conversion plan to be approved by the State.
- ii. In the Departments of Health, Financial Institutions, and Education, the Implementation Phase will include data conversion and migration of all user functions to the MARS system for all licensees.
- iii. In the Department of Commerce and Insurance, the Implementation Phase will include data conversion and migration of all user functions to the MARS system for the records of four specific Boards, which include 28 professions and approximately 32,000 licensees, as listed in Attachment G, Data Conversion Requirements. After the successful implementation of the MARS System in these specific Boards, the Implementation Phase is complete with respect to Contractor's responsibilities and Department of Commerce and Insurance personnel will complete the implementation of the system for the remaining Boards. During the implementation of any remaining Boards, the Department of Commerce and Insurance may request technical assistance from the Contractor for which the State will compensate the Contractor in accordance with Contract Section C.6.iv. These phases shall not be deemed complete until Contractor has delivered, and the State has provided a written approval, to all the deliverables of the phases.
- e. The State will compensate the Contractor for the above phases as described in Contract Section C.3.

A.3. Base License System Support.

- A.3.a. Base License System Support and Maintenance
 - A.3.a.i. The Contractor shall provide base license system support and maintenance, including telephone support and services to repair defects and to meet statutory requirements, as described at A.11 below.
 - A.3.a.ii. Base License System Support shall begin at the same time as the first Department Implementation effort (see Contract Section A.2.d, above).
 - A.3.a.iii. At the State's option, Base License System Support shall be renewed annually, with renewal fees paid in quarterly installments, at the end of each quarter, throughout the term of the Contract.
- A.3.b. The Contractor shall provide technical support to the State—via on-line interface or toll-free telephone number—for the MARS system. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 5:00 PM Central Time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.
- A.3.c. The State will compensate the Contractor for Base License System Support as described in Contract Section C.4.
- A.4. Additional Users Initial Licensure. It is possible that the State may eventually require more users than the 600 provided for in the base license. This may occur due to increases in the user base in the agencies implemented as a part of this contract (described in A.2.d.ii and iii, above), or as a result of extending the use of the system to other agencies unknown at this time. In any case,

when the State reaches 600 concurrent users on the system, the State may procure additional user licenses as described below.

- A.4.a. The Contractor agrees to provide, at the State's request, additional user licenses to supplement the base license. These additional licenses will be procured in blocks of twenty-five (25) concurrent users. The State may request such additional licenses if its user population exceeds the 600 concurrent users allowed by the base license. For each additional block of 25 users, the State will pay the Contractor a one-time, non-recurring fee.
- A.4.b. Additional Users System Support. The Contractor shall provide System Support for these user licenses in the same manner as it does for the base license users. The State's requirements for System Support (Software Maintenance) are defined in Contract Section A.11.
- A.4.c. The State will compensate the Contractor for Additional Users, Initial Licensure and System Support, in accordance with Contract Section C.5.
- A.5. Contractor Licensing Agreements. The State recognizes that the Contractor may require the State to agree to certain Contractor licensing provisions for the proposed software. If this is the case, any and all Contractor licensing agreements shall be included (in original or modified form) as addenda to this Contract, and the State's signature on this Contract shall constitute the State's written agreement to the provisions so included. **The State will not sign separate Contractor licensing agreements.** Moreover, in the event of any conflict between the terms of this Contract and the terms of any Contractor software licensing provisions, the terms of this Contract shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing provisions prior to agreeing to them, if the State deems this necessary in order to meet State legal requirements.
- A.6. Consulting Services.
 - A.6.a. At the State's request, the Contractor will provide professional services to the State. Professional services may be required, for example, to analyze, design, develop, and implement additional functionality not specified in this Contract and RFP within the four Departments implemented pursuant to this contract as described in Contract Section A.2.d; or to extend the use of MARS to additional State Departments or agencies not named in this Contract. The professional services may be provided either on or off-site, at the State's option, and will be billed to the State on a per-hour basis. The types of professional services provided may include, but not be limited to, on-site technical support, project management, software analysis, design, implementation, and training. These services, if requested, shall be distinct from the System Support described above, in Contract Sections A.3 and A.4.b. Consulting Services may consist of any of the following:
 - i. Project Manager: Four or more years of project management experience, with experience as a Project Manager of projects employing technology similar to that used in the new licensing system.
 - ii. Component Architect: (Depending on the chosen development platform,) Four or more years of experience designing distributive applications and specifically defining and designing component architecture features including architecting and designing (Java 2 Enterprise Edition, Visual Basic/.Net) compliant applications.
 - iii. Lead JAVA / .NET Developer: (Depending on the chosen development platform,) Four years (Java, Visual Basic / .Net) experience developing components and (JSP, ASP) applets. Must have one year of experience leading a team of (Java, .Net) developers.
 - iv. Certified JAVA / .NET Developer: (Depending on the chosen development platform,) (Sun Java, Microsoft .Net) certified developer who is already familiar with the basic structure and

syntax of the (Java, .Net) programming language, who has demonstrated advanced proficiency in developing complex, production-level applications using the (Java 2 Standard Edition, .Net) platform.

- v. Non-Certified JAVA / .NET Developer: (Depending on the chosen development platform,) Two years experience programming, demonstrating proficiency in the fundamentals of programming using the (Java 2 Standard Edition, Visual Basic / .Net) environment.
 - vi. Web Developer: Two years designing and implementing web pages for large complex applications similar to the new licensing system. Experience using the specific web design tool to be used is required.
 - vii. Business Analyst: Four years experience as a business analyst with relevant experience in licensing systems. Should have experience documenting business requirements. Must have good interviewing and presentation skills.
- A.6.b. There is no guarantee that the State will use any of the Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services.
- A.6.c. The State will compensate the Contractor for Consulting Services as described in Contract Section C.6.
- A.7. The Contractor shall deliver a MARS system that meets all requirements to which the Contractor has agreed to or proposed in the Contractor's Proposal.
- A.8. System Documentation. The contractor shall provide the following MARS documentation with tailoring in each document as needed to reflect Requirements in Contract Attachment A.
- a. User Manual – This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the MARS System.
 - b. User Quick Reference Guide – This guide will provide a reference for casual or infrequent users that will enable them to quickly access major functions of the system without having to refer to the User Manual.
 - c. Operations Manual – This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the MARS System.
- A.9. Training. The Contractor shall provide training in the operation of the MARS system. The training shall be provided to the following individuals and in accordance with the following provisions:
- A.9.a. Functional User Training – this training shall be provided to up to seventeen (17) members of the State's User Departments' staffs. This training shall cover "train-the-trainer" techniques for all non-technical, day-to-day aspects of using the MARS system.
 - A.9.b. System Tailoring Training – this training shall be provided to up to twelve (12) members of the State's designated staff. This training shall address all aspects of tailoring the system to function effectively in the State environment. Upon completion of the training, State personnel shall be able to independently modify the system to meet the State's needs without the direct assistance of Contractor staff. This training shall occur during the Design or Construction Phases described in A.2, above.
 - A.9.c. Technical/Systems Administrator Training – this training shall be provided to up to twenty-five (25) members of the State's technical support staff. This training shall address all aspects of technical support and systems administration of the system. Upon completion of this training,

State technical support staff will be able to operate, support, and maintain the MARS system with minimal ongoing assistance from Contractor staff.

- A.9.d. The Contractor will conduct the training of up to seventeen (17) staff members for the State Acceptance Test team in preparation for the Acceptance Test Phase of the project.
- A.9.e. This training shall occur in the Nashville, Tennessee offices of the personnel to be trained.
- A.9.f. The State reserves the right to assess the effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.
- A.10. System Warranty.
 - A.10.a. Warranty Period. The Contractor expressly warrants the MARS software provided to be defect free, properly functioning, and compliant with the terms of the Contract. The Warranty Period shall extend to the later of (a) one year following written acceptance of the Implementation Phase in the last Department, or (b) the end of the Base License System Support periods, described in A.3, above. Throughout the Warranty Period, or the Base License System Support period, the Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in the MARS software reported by the State, and to provide such corrections in a timeframe determined by the State. For purposes of this Contract, "design deficiencies" shall be defined as system code that does not perform substantially as described in design documents that have been previously developed and agreed to by the parties.
 - A.10.b. System Performance. After the first month following the written acceptance of each Implementation Phase, if the response time degrades to a level of non-compliance, as defined in Contract Attachment H, Infrastructure and Standards Requirements, with the user-defined standard, then the contractor will have one month from the date of notice by the State to restore the performance back to the required response times. Failure to meet the standard can effect the continuation of the contract and the State will not pay Base License System Support fees until such time as the standard is met.
- A.11. Software Maintenance. The Contractor shall provide for Software Maintenance, as described below, to the System.
 - A.11.a. The Contractor shall:
 - i. Make necessary adjustments and repairs to keep the software operating without abnormal interruptions and to correct latent deficiencies with respect to the software specifications.
 - ii. Make all necessary modifications, adjustments, and repairs to keep the software operating in compliance with applicable federal laws and regulations.
 - iii. Provide software modifications for operation with the infrastructure, described in Contract Attachment H, Infrastructure and Standards Requirements, for the term of the contract.
 - iv. Maintain a copy of the State's current production version on a computer system owned by the Contractor.
 - v. Provide new versions of the software to keep the State abreast of the Contractor's current software product. Complete documentation of all system enhancements or revisions will be provided with new releases of software. Documentation must describe, in a user-friendly manner, what the user needs to know to understand each level on which the software operates. The documentation must specifically include complete documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and Entity-Relationship Diagrams that depict all relationships between tables and fields in the database using industry and State standards.

- vi. Provide modifications and enhancements, using the process described below. All such modifications and enhancements will be developed consistent with and will operate with the existing System at no loss of function to the existing software. Modifications and enhancements will be delivered (1) installed, or installable, on the State Computer system, (2) must operate without abnormal program interruptions, (3) must substantially provide the functions as required by the specifications and as described by documentation supplied by Contractor, and (4) be provided with updates to the documentation for the entire system, including complete documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and Entity-Relationship Diagrams that depict all relationships between tables and fields in the database using industry and State standards.
- vii. The Contractor shall, at no additional cost to the State, ensure that any new version of the Software provided to the State pursuant to Contract Section A.11.a.v above "shall contain any and all modifications and enhancements that were developed for the State pursuant to Contract Section A.11.a.vi".
- viii. Provide services between the hours of 7:00 a.m. and 5:00 p.m. Central Time, Monday through Friday, excluding State Holidays.
- ix. Respond to problems, requests for technical support, or requests for information within three business (3) days, by either correcting the problem, providing technical support or information requested, or providing a plan, including a delivery date, for the problem correction, technical support or information requested. Responses to problems identified by the State as urgent will be made within one (1) day.

A.11.b. The State:

- i. May request modifications and enhancements to the software using this "Modification and Enhancement Process": A six step process used to define, specify, develop, test, and implement changes to the software; The six steps are (1) State prepares specifications for a modification or enhancement, (2) Contractor prepares an estimate for the delivery date and cost, at contract rates, given in Contract Section C.6, for the development of the software, (3) State accepts the estimate and authorizes the work or rejects the estimate and disapproves the work, (4) Contractor delivers the software product or change as defined below, and (5) State accepts, as defined below, the software product or change, (6) State will pay Contractor's invoice for the work authorized, up to the amount of the estimate.
- ii. Will accept software modifications, adjustments, repairs, new versions, and enhancements by this process: (1) On notice from the Contractor that software is delivered, the State will review, validate the delivery of the software, and test the software, (2) within 30 days, notify Contractor of acceptance or the specific shortcomings with respect to specifications of the software, documentation, efficiency or performance. If the State does not respond within 30 days the software will be considered accepted for the purpose of payment of an invoice but the State may notify the Contractor of latent shortcomings for subsequent correction.
- iii. May choose to purchase additional software modules within the general scope of the RFP. If the State so chooses, maintenance for the additional software modules will be included in the acquisition cost in the Contract fiscal year in which it was purchased; in subsequent years the costs will be added to Base License System Support fees. This action will be accomplished through an amendment to the current contract.
- iv. Shall stay within two years of the current release of Contractor's software. The State reserves the right, if it is deemed to be in the State's best interest, not to install the most recent, new versions of the Contractor's software.

- v. Shall provide Contractor necessary access, with appropriate security restrictions, to the software and equipment on which it runs in order to effect necessary adjustments and repairs.
- A.12. Source Code in Escrow. The Contractor shall maintain copies of the MARS source code in escrow with an independent escrow company pre-approved by the State. All costs for establishing and maintaining the source code in escrow shall be borne by the Contractor. The Contractor will notify the State of each update to the software held in escrow.
 - A.12.a. Within fifteen (15) calendar days after the State's written acceptance of the implementation of the MARS system, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.
 - A.12.b. Within fifteen (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract, the Contractor shall periodically update the source code and notify the State in writing that it has been updated and that the source code in escrow is current with the State's production environment, matches the State's production version level, and includes any upgrades, enhancements, or new releases that are applied to the State's system.
 - A.12.c. If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.
- A.13. Tennessee Information Resources Architecture. Contractor personnel shall provide all services requested through this RFP within the context of the technical environment described by the Tennessee Information Resources Architecture. Interested vendors may obtain a copy by sending a request in writing to the contact identified in Section E.2 of this Contract. The State must approve the use of any non-state standard products.
- B. CONTRACT TERM:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on September 6, 2005 and ending on September 5, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
 - B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract.
- C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Sections C.3, C.4, C.5, and C.6 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.7.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Sections C.3, C.4, C.5, and C.6. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Project Phase Payment Methodology. The Contractor shall be compensated based on the Phase Payments herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of Base License Initial Licensure and Project Phases defined in Sections A.1.1. and A.2 respectively.

In the table below, the Design, Construction, and User Acceptance Test phases shall be referred to collectively as the "Development Phases." In the Cost Proposal response, the proposed costs were limited to the following percentages per Development Phase:

Design Phase – 20% of the total cost proposed for the Development Phases
Construction Phase – 40% of the total cost proposed for the Development Phases
User Acceptance Testing - 40% of the total cost proposed for the Development Phases

With regard to the Design Phase, the State has allowed for payment points after the completion of the Design for each of the four departments; Health, Commerce and Insurance, Financial Institutions, and Education. The State shall pay the Contractor one quarter of the 20% Design Phase amount upon the completion of each department's design phase tasks.

With regard to Base License Initial Licensure, the State shall compensate the Contractor by spreading the single, one-time Base License Initial Licensure Cost across the Development Phases, using the same proportions as are used for the Development Phases themselves; that is, 20/40/40. The 20% to be paid to the Contractor for Base License Initial Licensure during the Design Phase shall be further subdivided into four equal payments, one for each agency's design tasks. Note that no retainage will be withheld for Base License Initial Licensure. Please see the Project Phase Payment chart below for specific amounts and payment points.

The Contractor shall be compensated based upon the following Payment Amounts:

PROJECT PHASE	AMOUNT	RETAINAGE AMOUNT *	PAYMENT AMOUNT
Department of Health Design – from RFP Attachment 6.4, 6.4.A.1. (Design amount of all four Departments not to exceed 20% of the total for the Development phases)	[\$Amount]	[\$Amount]	[\$Amount]
Base License Initial Licensure Partial Payment for the Department of Health (one quarter of the 20% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$Amount]		[\$Amount]
Department of Commerce and Insurance Design – from RFP Attachment 6.4, 6.4.A.1 (Design amount of all four Departments not to exceed 20% of the total for the Development phases)	[\$Amount]	[\$Amount]	[\$Amount]
Base License Initial Licensure Partial Payment for the Department of Commerce and Insurance (one quarter of the 20% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$Amount]		[\$Amount]
Department of Financial Institutions Design – from RFP Attachment 6.4, 6.4.A.1 (Design amount of all four Departments not to exceed 20% of the total for the Development phases)	[\$Amount]	[\$Amount]	[\$Amount]
Base License Initial Licensure Partial Payment for the	[\$Amount]		[\$Amount]

Department of Financial Institutions (one quarter of the 20% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)			
Department of Education Design— from RFP Attachment 6.4, 6.4.A.1 (Design amount of all four Departments not to exceed 20% of the total for the Development phases)	[\$Amount]	[\$Amount]	[\$Amount]
Base License Initial Licensure Partial Payment for the Department of Education (one quarter of the 20% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$Amount]		[\$Amount]
Construction - from RFP Attachment 6.4, 6.4.A.2. (Amount not to exceed 40% of the total for the Development phases)	[\$Amount]	[\$Amount]	[\$Amount]
Base License Initial Licensure Partial Payment (40% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$Amount]		[\$Amount]
User Acceptance Test – from RFP Attachment 6.4, 6.4.A.3. (Remaining 40% of total for development phases)	[\$Amount]	[\$Amount]	[\$Amount]
Base License Initial Licensure Partial Payment (remaining 40% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$Amount]		[\$Amount]
Total of Development Phases Retainage		[\$Amount]	

accumulated			
Implementation in the Department of Health – from RFP Attachment 6.4, 6.4.A.4	[\$Amount]		[\$Amount]
Implementation in the Department of Financial Institutions – from RFP Attachment 6.4, 6.4.A.5	[\$Amount]		[\$Amount]
Implementation in the Department of Commerce and Insurance– from RFP Attachment 6.4, 6.4.A.6	[\$Amount]		[\$Amount]
Implementation in the Department of Education from RFP Attachment 6.4, 6.4.A.7	[\$Amount]		[\$Amount]
Payment of Retainage for Development Phases			[\$Amount]

Where indicated, ten percent (10%) of the Cost by Phase for each Development Phase milestone, as indicated in the table above, will be withheld to be paid at the end of the last Implementation Phase. It is not known at this time which Department will be the last to complete its Implementation Phase; however, the “end of the last Implementation Phase” shall be construed to mean the point at which the State accepts, in writing, the Implementation Phase for whichever Department is last.

At the end of each of the above phases, the Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed project milestones for the amount stipulated, and shall be submitted no more often than monthly.

- C.4. Base License System Support Payment Methodology. For the provision of Base License System Support, as described in Contract Section A.3, the Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of Base License System Support services. The Contractor shall be compensated based upon the following Amounts (Note - Amounts listed in Year 4 and Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in Sections B.1 and B.2.):

SERVICE UNIT/MILESTONE	AMOUNT
Base License System Support; Quarterly Rate in effect during Year 1 (from RFP Attachment 6.4, 6.4.B.1)	[\$Amount]
Base License System Support; Quarterly Rate in effect during Year 2 (from RFP Attachment 6.4, 6.4.B.2)	[\$Amount]
Base License System Support; Quarterly Rate in effect during Year 3 (from RFP Attachment 6.4, 6.4.B.3)	[\$Amount]
Base License System Support; Quarterly Rate in effect during optional Year 4 (from RFP Attachment 6.4, 6.4.B.4)	[\$Amount]
Base License System Support; Quarterly Rate in effect during optional Year 5 (from RFP Attachment 6.4, 6.4.B.5)	[\$Amount]

For purposes of deciding which quarterly rate is in effect at the time the Contractor first begins to bill the State for Base License System Support, Year 1 shall begin on the Contract Effective Date defined in Contract Section B.1 and shall run for one (1) year. Subsequent years begin on the anniversary of the Year 1 begin date. The State shall compensate the Contractor at the rate for the Contract Year and Quarter in which the service period falls.

The State's obligation to pay the Contractor for the Base License System Support shall begin on the first day of the Implementation Phase, which is defined as beginning on the first day following the State's signed approval of the User Acceptance Test for the first department (see Contract Section C.3 above) to complete the User Acceptance Test.

Since Base License System Support does not begin until the Implementation Phase has begun, there may be an offset between the Quarters, or three-month periods, of the Contract year and the first Base License System Support period. This means that the billing cycle for the first Base License System Support period may not match Contract year Quarter boundaries, and therefore there may be a partial quarter of Base License System Support at the beginning of the Implementation Phase. In this event, the Contractor agrees to prorate the first Base License System Support invoice to accommodate the partial quarter.

The Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter, or, if applicable, for a partial quarter.

In the event that any quarter of support is shortened, as in the case of the first period described above; or as a result of early contract termination, then the Contractor shall prorate the quarterly Amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.

- C.5. Additional Users Initial Licensure/System Support Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for each additional block of twenty-five (25) users. With regard to Additional Users Initial Licensure, the State shall pay the Contractor a one-time, non-recurring fee for each additional block of twenty-five (25) users. The Contractor shall be compensated based upon the following payment Amounts (Note - Amounts listed in Year 4

and Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in Sections B.1 and B.2):

ITEM	AMOUNT
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during Year 1 (from RFP Attachment 6.4, 6.4.AU-IL.1)	[\$Amount]
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during Year 2 (from RFP Attachment 6.4, 6.4.AU-IL.2)	[\$Amount]
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during Year 3 (from RFP Attachment 6.4, 6.4.AU-IL.3)	[\$Amount]
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during optional Year 4 (from RFP Attachment 6.4, 6.4.AU-IL.4)	[\$Amount]
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during optional Year 5 (from RFP Attachment 6.4, 6.4.AU-IL.5)	[\$Amount]

The Contractor shall invoice the State for Additional Users Initial Licensure at the time the Contractor provides, and of which the State confirms receipt in writing, access for each additional block of users. The Contractor shall submit such invoices no more often than monthly.

With regard to Additional Users System Support, the Contractor shall be compensated based upon the following payment Amounts (Note - Amounts listed in Year 4 and Year 5 will apply only if contract has been extended beyond the initial 3 year term as described in Sections B.1 and B.2.):

ITEM	AMOUNT
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during Year 1 (from RFP Attachment 6.4, 6.4.C.1)	[\$Amount]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during Year 2 (from RFP Attachment 6.4, 6.4.C.2)	[\$Amount]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during Year 3 (from RFP Attachment 6.4, 6.4.C.3)	[\$Amount]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during optional Year 4 (from RFP Attachment 6.4, 6.4.C.4)	[\$Amount]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during optional Year 5 (from RFP Attachment 6.4, 6.4.C.5)	[\$Amount]

The Contractor shall invoice the State on a quarterly basis for System Support for Additional User Licenses, at the end of the quarter in which the services were provided.

The Contractor shall include charges for System Support for Additional Block(s) of 25 User Licenses as a part of its quarterly Base License System Support invoices. The Contractor shall itemize the charge for each additional block of user licenses separately, and include, for each block, the date when the Additional Users System Support became effective. The Contractor shall prorate the charge for any additional blocks of quarterly Additional Users System Support that were not in effect for the entire quarter, and the State shall pay only for the portion of that quarter during which the license in question was in effect. The invoice must be in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the itemized list of additional blocks of Additional Users System Support, the Amount for each additional block, and the total amount due the Contractor for the period invoiced.

For purposes of deciding which quarterly rate is in effect at the time the Contractor first begins to bill the State for Additional User Initial Licensure or System Support, Year 1 shall begin on the Contract Effective Date defined in Contract Section B.1 and shall run for one (1) year. Subsequent years begin on the anniversary of the Year 1 begin date. The State shall compensate the Contractor at the rate for the Contract Year and Quarter in which the service period falls.

- C.6. Consulting Services Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates (Note - Amounts listed in Year 4 and Year 5 will apply only if contract has been extended beyond the initial 3 year term as described in Sections B.1 and B.2.):

SERVICE RATES	PAYMENT RATE PER APPLIED HOUR				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Position					
Project Manager	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]
Component Architect	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]
Lead JAVA / .NET Developer	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]
Certified JAVA / .NET Developer	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]
Non-Certified JAVA / .NET Developer	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]
Web Developer	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]
Business Analyst	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]	[\$Amount]

For services of "Certified JAVA / .NET Developers", Contractor will provide documented proof of the certification when an invoice is submitted.

The Contractor shall not be compensated for travel time to the primary location of service provision.

For purposes of applying the above rates, year one (1) shall begin on the effective date of the Contract and shall run for one year. The rate for year two (2) shall take effect on the anniversary of the effective date of the Contract, and so on, for the term of the contract.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

Compensation to the Contractor for Consulting Services shall not exceed [WRITTEN DOLLAR AMOUNT NOT TO EXCEED FIFTEEN PERCENT OF THE TOTAL OF ALL OTHER COSTS EXPRESSED IN THIS CONTRACT] (\$[NUMBER AMOUNT]) during the period of the Contract.

C.7. Travel Compensation. With regard to Travel, the following provisions shall apply:

C.7.a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, is Nashville, Tennessee.

C.7.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Contractor maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.

C.7.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).

C.8. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.9. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.10. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.11. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" [as applicable] (sections D.6., D.7., E.10., and E.11.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Walter L. "Bubba" Mullen
Department of Finance and Administration
Tennessee Tower, 16th Floor
213 Eighth Avenue North
Nashville, TN 37247
Phone: (615) 253-2354
Fax: (615) 532-0471
Email: Walter.L.Mullen@state.tn.us

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]
[EMAIL]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Ownership of Materials and Rights to Knowledge Obtained. The provisions of this section E.4 shall survive the termination of this Contract.
- E.4.a. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application source code, created, designed, or developed for the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

- E.4.b. Contractor Proprietary Products. The Contractor shall retain ownership right, title, and interest in the portions of the MARS System that were not developed using State moneys or resources, and that were complete and the property of the Contractor as of the effective date of the Contract (known as "Contractor Proprietary Products"). The following provisions apply:
- i. Contingent upon the State's payment of Software Licensure/System Support fees, the Contractor hereby grants the State a perpetual, royalty-free, irrevocable, unlimited, and non-exclusive right to use the Contractor Proprietary Products for the State's business purposes. The Contractor affirms that Contractor is duly authorized to grant this right.
 - ii. The State shall take all reasonable steps to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor's proprietary information to any third party that is not an agent of the State.
- E.4.c. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.4.d. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. Contract Addendum: Additional Terms and Conditions Excerpted From Contractor's Software Development and License Agreement, and Standard Software Maintenance and Support Agreement. See Contract Section A.5
 - c. All Clarifications and addenda made to the Contractor's Proposal
 - d. The Request for Proposal and its associated amendments
 - e. Technical Specifications provided to the Contractor
 - f. The Contractor's Proposal
- In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.
- E.7. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor,

to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA

and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.12. GLB Compliance. Contractor warrants to the State that it is familiar with the requirements of the Financial Modernization Act of 1999, also known as the "Gramm-Leach-Bliley Act" or GLB Act, and its accompanying regulations, and will comply with all applicable GLB requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with GLB, including the Financial Privacy Rule and the Safeguards Rule, and cooperation and coordination with State privacy officials and other compliance officers required by GLB and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with GLB, including but not limited to business associate agreements.
- E.13. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.14. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.16. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.17. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to Two Hundred Fifty Thousand Dollars (\$250,000.00), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than September 2, 2005. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), may be substituted if approved by the State prior to its submittal.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

APPROVED: COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

Attachment A

Business Requirements

A. Business Requirements

The business requirements in this document are expressed in terms of user functions that the Multi-Agency Regulatory System (MARS) must support. The arrangement of functions into specific groupings and the specific terminology used to express functional requirements are not requirements in their own right and will be “mapped” to functional groupings and terminology by the Contractor during the Requirements Validation process.

The system must be flexible enough for easy modification and adjustment based on board/profession regulations/requirements, laws and rule changes, without requiring programmatic changes. These changes and adjustments must be made at the Department level reflecting individual departmental needs.

The State requires the ability to create, add, change and delete necessary items in accordance with rule and regulation modifications due to Board and Legislative changes.

A.1 Profession Setup

The business function of Profession Setup involves the creation of a department, division, regulatory board, the establishment of a professional profile(s) for each regulatory board, maintenance of profession profiles & related board information, and the reporting of board related information including trends and statistics.

Setup information for each of the business processes for Profession Setup details the process, the information used during the process and the individuals, organizations and automated system that interact with the process. The primary sources of the information contained in this section of the requirement definition were the existing Setup Questionnaires. A fuller understanding of the business processes mentioned in this section, will be contained in the subsequent requirement sections.

A.1.1 Create a Department and Division

The purpose of this business function is to set up and maintain information on a Department and a Division within an agency. The following information is associated with each Department:

A.1.1.1 Define Department Information

For each department specify the following information:

Include the *department number*,

Document the *department name*,

List the *division code* and *division name* of each division within the department,

Include the standard list of state codes,

Include America Samoa	AS
District of Columbia	DC
Northern Marianas	MP
Puerto Rico	PR

Federated States of Micro Asia FM

Guam GU

Palau PW

Virgin Islands VI

Accept Canadian and International addresses

Include the State's standard list of county codes, include the numeric code and full county name,

For out-of-state use 00

If county is unknown 99

Border Resident 96

Primary Business 97

Out-of-Country 98

Counties are divided into *regions*, include the *region code* and the *region name* for each region in the state and also must have the ability to create, change, add and delete these codes.

If Tennessee, or out-of-state *zip code* is known, provide the city / county / state to be accessed from a zip code table.

A.1.1.2 Specify Department Financial Information

For each department, agency source codes are used to group fees. Record the agency source codes and a description of the agency source codes. We need the ability to create, add, change, and delete agency source codes (must have at least 3 digits). We need the ability to attach the agency source codes to multiple revenue source codes that link to the Statewide Accounting and Reporting System (STARS) account code.

For each department, *revenue source codes* (the revenue source codes may be attached to multiple agency source codes) classify the fees collected within the department, and then link them to the appropriate Statewide Accounting and Reporting System (**STARS**) *account code*. Provide the following information for the department:

Department number

Revenue source code

Division number

Agency Source Code

Revenue Source Code

Fund code

Cost code

Cost Center

TC (Transaction Code)

STARS (Statewide Accounting and Reporting System) account code

A.1.1.3 Specify Case Complaint Information

For each department, the following code tables are available as required.

Activity Type

Case Action

Disposition Code

Complaint Source

Allegation

Classification

Appeal Decision Code

Complaint Status

Case Outcome

For each table that is used by the department, specify a description of the code, the code value, and if the code table is Allegation include the *allegation-type* for each code value.

For each department specify the following options:

Respondent Notice may be requested	Yes or
Respondent Notice is not permitted	No
Complainant signature required	Yes or No
Notary signature required	Yes or No
Complainant notification may be present	Yes or
Complainant notification is not permitted	No
Complaint Summary may be recorded	Yes or
Complaint Summary may not be recorded	No
Complainant employer may be recorded	Yes or
Complainant employer may not be recorded	No
Respondent employer may be recorded	Yes or
Respondent employer may not be recorded	No

A.1.1.4 Specify Authorized Staff

For each department, identify the authorized personnel. Each of the following titles is available to the department when completing this information.

Case Complaint Administrator
Legal Consultant (State Attorney)
Board Consultant
Board Representative for:
Disposition Decider
Appeal Decider
Close Decider / Researcher
Investigator
Responsible Party
Staff assigned to Case / Complaint Activities
Fee override authorization

For each individual specify a case / complaint security authorization level that is appropriate for the individual. The following are valid security levels:

Public Domain cases only
Staff Inquiry
Board Level
Investigations
Legal

For any individual who has a security level equal to public domain case only, there is no need to record a security level for that individual, as any user may access public domain cases only.

A.1.2 Create a Regulatory Board

The purpose of this function is to set up and maintain information related to a Regulatory Board. For each Regulatory Board authorized by the State, add and maintain the following information to the Regulatory Board entity:

Regulatory Board Name
Board Code
Division Number
Address
Chairperson
Contact Person

Board Phone Number

Contact Person E-mail Address

Address, Chairperson, Contact person, Board Phone Number can be changed should there be change in this information. The old information need not be archived or saved.

A.1.3 Establish Profession Profile

To establish a profession within a Regulatory Board, the following profile information is captured:

Board

Profession

Transactions

Inspections

Exams

Experience

Education

Fees

The Regulatory Board System requires the flexibility to tailor the profiles in each of the areas listed above, based on the specific State statute, regulations, business rules and requirements of the profession.

A.1.3.1 Establish Profession Information

For each profession, do the following:

Post the unique *Profession code*, based on input from the Cash Office,

Provide a brief description of the profession,

Provide the *profession-name* of the profession being established,

Identify what regulatory board this profession belongs by either Board code or *Board Name*,

Identify if this profession regulates organizations, individuals, or events,

Regarding *License* information, for this profession, update the license entity with the following information:

Identify, if any, *license prefix* that might be used by this profession,

Define the license renewal cycle by selecting the appropriate renewal-cycle-type. Renewal cycle types include:

Birth Date

Birth Date Month

License Month

Calendar: Annual / Biannual / Quarterly

Anniversary date of original license,

Rank Date (anniversary date of approval at current rank)

File numbers (odd file number renews in odd year/ even file number renews in the even year)

Variable Renewal Requirements

No Renewal Cycle

For Calendar type annual, include the *renewal month and day*.

For renewal-notices, identify the *license-expiration-date*, number of days prior to license expiry is the *renewal-notice* sent.

Specify the length of time a license is valid

Specify the date of the original licensure as either the application-approval date, or the date the license certificate is issued,

Specify certificate-print-date. This profession specific date can be the date when the certificate was assigned or the date the certificate was actually printed.

Specify the delay-approval-days. This is defined as the number of days any automatic approval of the license and issuing of certificates are delayed to give the staff time to enter changes to the license that must be entered before the license is approved.

For license renewals, specify if:

The *license number* never changes ,

License numbers are changed during each renewal, license numbers are not needed

Regarding application information:

Establish application date, as either the application date the system-generated-date or a date based on the application,

Establish if an *applicant* can appeal a denied application,

If an application appeal is permitted, within how many days must the application appeal be filed?

Regarding *Inspection* information,

If this profession is inspected, what is the minimum number of years that the inspection history is retained?

Regarding *Fee* information,

For organizations only, include accepted fee-based-units for this profession (units might include number of vehicles, or beds)

A.1.3.2 Establish Rank Information

Licensees are licensed to practice their profession(s) at a given “*rank*”. *Ranks* are identified by alphanumeric codes.

For each rank code, assign a description to the code-value, and a level for the ranking. The usual ordering of the ranking is from 1 to 99, beginning at 1.

A.1.3.3 Establish Profession Qualifications

For each license, each licensee may apply for qualifications to be added to their license. A licensee may have numerous qualifications. Some qualifications may have dependencies on other qualifications, or on a certain rank. This process describes the process for defining the qualifications.

For each qualification, specify the description of the qualification.

Specify if there is a *qualification-level* associated with this qualification. If there is such a *qualification level*, choose, from pre-defined business rules, the one(s) for each qualification/qualification level. Business rules vary from profession to profession and are predicated upon the laws, rules and regulations for each profession, but generally each profession requires the following:

- Licensees must meet minimum qualification education requirements

- Licensees must meet minimum qualification certification requirements

- Licensees must meet minimum qualification experience requirements

- Licensees must meet minimum qualification age requirements

- Some professions require minimum qualification recurring continuing education requirements

- Some professions require qualification examinations

- Some professions require yearly qualification peer reviews

- Some professions require qualification criminal background checks

- Some professions require qualification apprenticeships

- Some professions require qualification company affiliations

Specify if the qualification is to appear on the *license certificate*; another option is to have the qualifications print-on-other-documents, which may also include the renewal application.

Specify if a history of changes to the qualifications is required,

Regarding a published directory, specify if the qualification is to be included,

Specify if the *qualification* is to be used in both *license application* and *license*. If the qualification is used to associate a *fee* or other requirement with an *application*, but is not moved to *license* on approval, then the *qualification* is not used in either *application* or *license*.

A.1.3.4 Establish Profession Specialties

Each *licensee* in a profession may apply to have one or more *specialties* added to their *license*.

For each specialty, specify the description of the specialty.

Specify if there is a *level* associated with this *specialty*. If there is a level, choose, from pre-defined business rules, the one(s) for each *specialty / specialty level*,

Specify if there is a *specialty-level* associated with this *specialty*. If there is a *specialty level*, choose, from pre-defined business rules, the one(s) for each *specialty / specialty level*. Business rules vary from profession to profession and are predicated upon the laws, rules and regulations for each profession, but generally each profession requires the following:

Licensees must meet minimum specialty certification requirements

Licensees must meet minimum specialty experience requirements

Licensees must meet minimum specialty age requirements

Some professions require specialty examinations

Specify if the specialty is to appear on the *license certificate*, another option is to have the specifications print-on-other-documents, which may include the renewal application and/or renewal application,

Specify if a history of changes to the specialties is required,

Regarding a published directory, specify if the specialty is to be included,

Specify if the *specialty* is to be used in both *license application* and *license*. If the *specialty* is used to associate a *fee*, or other requirements with an *application*, and is not moved to the license on approval, then the *specialty* is not used in both *application* and *license*.

A.1.3.5 Establish License Pre-requisites

Each license that has a rank, qualification, or specialty associated with it may have pre-requisites associated with it.

For each license, associate a *pre-requisite-type* with each rank, qualification or specialty (pre-requisite-types include rank, qualification, or specialty),

A.1.3.6 Establish Supporting License Types

In some professions, issuing a license of a particular rank requires another licensee (in another profession or same profession, but with a higher rank) to guarantee, supervise or support the first licensee.

There are cases when the supporting relationship is required, and there are instances where the supporting relationship is optional. For all required supporting relationships, a license can not be issued, unless a valid supporting license meeting the specifications is present.

When the maximum number of licensees for a *supporting licensee* is reached, another supporting licensee must be associated with the *licensee*.

Specify the relation-code (guarantee, supervise, or support),

Specify support licensee name,

Specify rank of supporting *licensee*.

To support a licensee at the *rank* specified above, include:

Supporting profession,

Supporting rank,

Required license status,

Required activity-status,

Maximum number of subject licenses,

Specify if it's a required or optional relation,

Specify if supporting license history is required,

Specify if supporting license information is printed on initial certificate, and on subsequent certificates.

A.1.3.7 Establish Profession Specific Data (PSD)

For each profession there is profession-specific information that may be unique to the profession. PSD information is associated with specific entities, such as Applicant, Licensee, or License,

Select from a pre-determined list of entity-types, the entity that most closely relates to the PSD information being added,

The PSD values include the following:

Indicator: Yes /No

Date: valid date format

Text: text (to a pre-defined length of characters)

Code: the value must be one of a set of codes defined for a specific PSD

The maximum length for the PSD data is currently 30 characters.

Identify the allowable code values descriptions for the:

Indicator

Date

Text

Code

Specify if PSD history is to be kept of the PSD elements

Create an alert when a PSD date is expired, and report the expiry for audit and subsequent action.

A.1.3.8 Identify License Status

There are a number of valid *license-status codes* associated with a given license. The purpose of this function is to identify the appropriate status codes that are valid for this specific license.

There are a variety of areas in the license process where specific codes apply. In each area, specify the status code(s) that are appropriate. We need the ability to create, add, change, and delete license-status codes:

Pre-Licensure

- Application-in-Process
- Withdrew
- Expired
- Denied – Credentials
- Denied – Disciplinary Reasons
- Licensed Unconditional
 - Licensed Unconditional
- Licensed Conditional
 - Not Working
 - Administrative Review
 - Credential Review
 - Disciplinary Review
- Suspended (may be reinstated, certified)
 - Not Working
 - Administrative Review
 - Credential Review
 - Disciplinary Review
 - Failed to Review
- Suspended (may not be reinstated, not certified)
 - Voluntary
 - Administrative Suspension
 - Credential Suspension
 - Disciplinary Suspension
 - Failed to Review
- Terminated (must re-apply)
 - Voluntary Termination
 - Administrative Termination
 - Credential Termination
 - Disciplinary Termination
- Terminated (may not re-apply)
 - Voluntary Termination
 - Administrative Termination
 - Credential Termination
 - Disciplinary Termination
- Deceased
 - Deceased

For each professional *license*, from the status selection listed above, identify the valid *status codes* that apply.

Signify with a yes or no if the status-code should permit the issuing of a *certificate* or *renewal application*.

If a status requires an event to occur in the future, indicate the number of months until the event is to occur and the nature of the event.

A.1.3.9 Identify Activity Status

There are a number of valid activity-status codes associated with a given license. The purpose of this function is to record the appropriate activity status codes that are valid for a specific license.

Activity status codes may be freely defined within a profession. For each activity code, provide a description of the activity.

Indicate with a yes or no if the description should appear on the license certificate and/or the renewal application.

A.1.4 Add Application Transaction Information

Each license application must be evaluated according to a series of rules or guidelines. The purpose of this function is to identify the relevant rules and guidelines that affect license transactions.

There are 4 processes that define the process of identifying and setting up these guidelines and rule transactions. They include;

- Selecting Application Transaction

- Selecting Activities

- Specifying Application Transaction Specifications

- Assigning Activities to Application Transactions

A.1.4.1 Select Application Transactions

The purpose of this function is to identify all of the transaction-types that are valid for each profession.

Transactions are grouped according to transaction-types. Listed below are the current transaction types:

- Initial Application:* Used to establish initial licensure in the profession

- Renewal Application:* Used to renew a valid license.

- Upgrade Application:* Used to add qualifications or specialties to a valid license or change license's rank, status or activity.

- Downgrade Application:* Used to remove qualifications or specialties from a license, or change licensee's rank, status, or activity status. The downgrade is the only transaction-type that permits an individual to change a license's rank, status, and activity-status.

- Exam Application:* Used when an applicant is applying only to take an exam.

- Reinstatement:* Used when a license has been previously suspended.

Reapplication: Used when an application has been previously terminated.

Miscellaneous / Other: Used to perform miscellaneous functions such as changes in name or address.

A.1.4.2 Select Activities

From a list of possible activities, select those activities that may be performed during the processing of application transactions. Need the ability to maintain the Activities for the Check List.

The Level 1 activities are pre-defined.

Not all Level 1 activities can have Level 2 activities.

For each Level 1 activity that has Level 2 details associated with it, select the Level 2 detail activities specified by the profession.

Activities are clustered in blocks that address the same topic. For activities there may be Levels of details that are required for the activity.

Level 1 requires a meaningful name to describe the activity

Level 2 requires addition details that support the activity,

For each of the activities that are listed below:

Specify the activity that relates to a given transaction,

Sequence the activities to reflect the order that matches workflow,

Specify for each selected activity:

If there are narrative comments,

If action is required for approval,

If success is required for approval

The current list of possible *activities* include:

Enter Name Change

Maintain Address

Maintain Basic Data

Maintain / Verify Basic License

Enter / Check Supporting License

Enter / Verify Support License

Enter / Verify Prof. Specialty Detail

Verify Support Documentation

Verify Support Documentation Detail

Maintain / Verify Supporting Document History

Maintain / Verify Supporting Document History Detail

Verify Education

Check Education Detail

Maintain / Verify Education History

Maintain / Verify Education History Detail

Verify Experience

Verify Experience Detail

Maintain / Verify Experience History

Maintain / Verify Experience History Detail

Verify Continuing Education

Verify Continuing Education Detail

Maintain / Verify Continuing Education History

Maintain / Verify Continuing Education History Detail

Maintain / Verify Continuing Education Detail

Verify Exam

Verify Exam History

Review Exam History

Review Exam History / Request Exam

Verify Inspection

Verify Inspection History / Request Inspection

Verify Discipline

Review / Verify Discipline History

Board Review

Write Letter

Record Contact

Verify Fees

Utilize Manual Hold

Check E&O Insurance

For each Activity, identify and describe each associated detailed requirement or document.

Indicate if it is a document or requirement, and include the name of the requirement or document, and a complete narrative description.

A.1.4.3 Specify Transaction Specifications

For each Application Transaction, specify the transaction code, class and method. Specify the Profession's business rule:

License Record required?

Must exist

Must create

Optional

Entry of Qualification?

Entry required

Entry allowed

Entry not allowed

Entry of Specification?

Entry required

Entry allowed

Entry not allowed

Entry of Other Modifiers?

Entry required

Entry allowed

Entry not allowed

Provide the business rules and algorithms for determining fee calculation, and specify

Fee required for approval? Yes or no

Fee Pre-payment required? Yes or no

Issue License Certificate on closing? Yes or no

Delete Application on Expiry? Yes or no

Specify Special-Renewal-Period: In months

Specify when to expire application:

In days after license expiry for renewals, or

In days after entry of application for all others

Extension Date

A date that has been manually entered as an override to an application expiry date

Send reminder after: In days

Penalty applies after: In days

Identify the *Form Letters* that apply to this transaction:

Initial Letter/First Billing

Existing Form Letter Number

Existing Form Letter Name

Approval Letter

Existing Form Letter Number

Existing Form Letter Name

Denial Letter

Existing Form Letter Number

Existing Form Letter Name

First Notice/Second Billing

Existing Form Letter Number

Existing Form Letter Name

Second Notice/Third Billing

Existing Form Letter Number

Existing Form Letter Name *Expiry Letter*

Existing Form Letter Number

Existing Form Letter Name

Specify which of the following is required of the applicant for this License Transaction

Rank,

License Status and / or

Activity Status

If the application is approved, specify how the following items are affected by the approval:

License Rank

License Status

Activity Status

If the application is denied, specify how the following items are affected by the denial:

License Rank

License Status

Activity Status

If the application has expired, specify how the following items are affected by the expiration:

License Rank

License Status

Activity Status

For each transaction, the correct set of activities must be specified. Activities may depend on the Rank, License Status,

and Activity Status for a specific application. Specify the activities (check list items) required for each:

A Transaction Group (Class or Subclass), or

Each Transaction within a Transaction Group,

Each Applicant License Status and Activity Class within a Transaction Group,

Each Qualifier or Specialty applied for within a Transaction Group.

A.1.5 Identify Inspection Criteria

For those Regulatory Boards that perform inspections on organization facilities, a set of options are provided to define the specific business rules associated with inspections. There are 7 different types of inspection-options, they are:

Inspection Recording Method

Inspection Purging Method

Inspection Types

Inspection Regions

Inspection Disciplines

Inspectors

Inspection Regulations

A.1.5.1 Identify Inspection Recording Method

For a profession that is defined as an organization, there are 3 different screen set-ups for recording inspection results. Depending on the current policy of the Regulatory Board, the following information may be recorded:

For each *discipline*, select the appropriate level of detail required by the Regulatory Board:

Method 1: For each deficiency in an inspection report provide a single text field that allows an inspector to enter information about all deficiencies and plans of action for a given inspection

Method 2: For each deficiency in an inspection report provide the following information for each deficiency:

Data deficiency was found

Anticipated correction date

Actual correction date

Text field to describe the deficiency

Text field to document the corrective plan

Method 3:

For each deficiency in an inspection report provide the following information:

Data deficiency was found

Anticipated correction date

Actual correction date

For each inspection visit for a given inspection:

Visit date

Text field to describe the deficiency

Text field to document the corrective plan

Specify the inspection reporting method that meets the requirement of the profession.

A.1.5.2 Identify Inspection Purge Method

For each profession, the criterion for purging inspections is based on two methods:

Method 1: Based on License Expiration Date

This method allows for the purging of inspections for licenses that expired on or before a given date. With this method, inspections for active licenses can not be purged.

Method 2: Based on Inspection Date

This method allows for the purging of all inspections conducted on or before a given date. With this method, all inspections regardless of license status will be purged.

Specify the Purge Method that meets the requirement of the profession.

A.1.5.3 Identify Inspection Types

Inspection types are used to classify inspections. The following inspection-types are established, and additional inspection-types can be defined for a specific profession requirement.

Regular

Random

Facility

Fire

Equipment

Mechanical

For additional inspection types, provisions for a inspection type code and a character description is required. Need the ability to create, add, change, and delete inspection types.

The system must be able to have multiple “open” inspections on the system for a *licensee*.

A.1.5.4 Define Inspection Regions

The purpose of defining inspection regions is to allow inspection schedules and inspection history to be displayed by geographic regions. The standard regions are defined as:

North

South

East

West

South East

South West

North East

North West

Should a profession require a different inspection region, specify a region code and description for each new inspection region.

A.1.5.5 Identify Inspection Disciplines

The inspection discipline is employed when a team of inspectors, with each inspector having a specific set of tasks to perform performs a particular type of inspection. For scheduling purposes, Inspectors with inspection disciplines will be scheduled and assigned to that specific discipline / set of tasks.

For example, if a building were to be inspected, and three types of inspectors are required, one to check the building structure, one to check x-ray machines, and to perform the non-technical aspects of the inspection, the profession might have the inspection disciplines of:

Structural Examination

X-Ray machine Examination

General Examination

A.1.5.6 Add Inspectors

In addition to the standard information captured about an individual, the following information is documented for each inspector.

Region: defined for inspection related geographic regions of the state (see A.1.5.4)

Discipline: used to describe specific inspection skill an inspector might have.

In the scheduling function, the system compares the assigned inspection sights to the inspector's usual regions. If the region of the inspection site differs from assigned inspection sight, a warning message is issued.

A.1.5.7 Inspection Regulations

A regulation is a law, rule, statute, or order prescribed to regulate the conduct of a business, organization, and / or school. During the recording of inspection results, a deficiency is described in terms of the regulation violated.

When a profession's inspections are conducted primarily to ascertain compliance with existing laws, statutes or orders, then the law, statute or order number should be used as the *inspection regulation* identifier.

However, if a profession wishes to use other regulation identifiers, the system will accommodate profession specific regulation identifiers as a 25-character alphanumeric name with an associated comment to describe the regulation.

Because laws and profession specific identifiers can change, each identifier has a 3-digit version control number prefix. The default version control number is "001". If the profession requires a different control number, specify the 3-digit default control number.

A.1.6 Establish Fee Structure

A.1.6.1 Add Fee Information

The purpose of this function is to establish the fee criteria that will be used by this profession.

For fines and miscellaneous fees, specify the following fee related options:

Fee Type: valid fee types include:

Transaction

Fines / Penalties

Miscellaneous

Rate Type:

Range or Step type function

Variable – fee is fee-amount times units, for this profession

Fixed Amount

Manual Entered

Insurance Premium – (specific monthly amounts which is intended primarily for Real Estate)

Rates

There are multiple rates.

Mandatory option: Specify yes or no.

Yes when the fee must always be paid.

No when the fee must be paid only if certain conditions are met. For example, a particular qualification may require a fee to be paid, only if the applicant has that specific qualification

Pro-Rate option: Specify yes or no.

No means there are no pro-rated fees allowed for that profession. Yes means a fee may be pro-rated. Valid pro rated circumstances include:

Renewal,

Initial Applications

Re-application with back dues no back dues

Reinstatement with back dues or no back dues

No means a fee can not be pro-rated.

Upgrade: The start date equals today end date, which equals license expiry date

Reapplication with back dues: The start date equals the current license expiry date end date. The license expiry date is to be assigned if the current license expiry date end date is present, otherwise a new license expiry date must be calculated.

Reinstatement with NO back dues: If the license expiry date is greater than today, then there is no prorated fee, otherwise if the start date equals the today end date a new license expiry date is to be calculated

Reinstatement with back dues: If the expiry date is greater than today, then there is no prorated fee, otherwise if the start date equals the license expiry date end date, then a new license expiry date is to be calculated.

Sequence:

The sequence number indicates the priority sequence of applying payments within an application transaction that depends on the applicant's characteristics.

Late Fee:

Indicates if a late fee is associated with a fee that arrives after the due date

Agency Source Code:

This code refers to the type of license the fee is associated with

Revenue Source Code:

This code value comes from the Fiscal Office and reflects the account the fee is credited.

A.1.6.2 Establish Fee Amounts

For fees that are Variable or Fixed, a single fee amount is required.

For fees with a rate-type equal Range,

Specify one fee amount for each change in the unit count. For example, for 1 –9 cars, is one fee, 10 – 25 cars is another fee and 26-50 maybe another fee amount.

Range, type fees are dependent on a unit count of a specific item defined by the Profession, such as beds, vehicles or salesmen.

For fees based on rate-type equal to Insurance specify...

Insurance type fees that are dependent on a number of months the insurance is in force.

Determine the effective fee date.

Fee changes have future dates. Fee changes require lead-time for the fee-effective-date. For example, renewal notices are distributed 60 days prior to a license expiry. To insure the new rates are reflected on the renewal notice, a fee effective date 90 days in the future would be appropriate.

A.1.6.3 Determine Application Transaction Fees

If a transaction fee is always applied to a specific transaction, regardless of applicant's characteristics, update fee payment to the appropriate Revenue Source, as indicated by the revenue source code.

If a transaction fee depends on an applicant's rank, status, or activity status, the fee may depend on the qualification and / or specialty.

Specify the manner and sequence in which fees are associated to:

Transaction Group

Transaction Code

Applicant's License status and Activity status

Applicant's qualifier and / or specialty applied for

The fee payment must be processed in this sequence.

A.1.7 Define Examination Requirements

For each Regulatory Board and Profession where examinations are required and exam records maintained, a selection of setup options is available. The functions related to examinations include:

Defining Exam Options

Scheduling Exams

Defining Exam Requirements

Exams may be administered by the State or outside vendors. A schedule of exam sittings (*exam dates*) is maintained and available to applicants wishing to schedule an exam.

Exam results are recorded to the applicant's *exam history record* and remain a permanent part of the applicant's record.

A.1.7.1 Define Exam Options

Each exam is divided into parts and sections. A Profession may have as many exams as they need.

For each exam, specify an *Exam Number*, which is a unique identifier that is comprised of a 10-character code. Each exam is comprised of one or more exam-parts, which are also defined under the exam, with a unique exam-part-code.

Specify the policy regarding examination retakes. If there is a limit to the number of times an exam may be retaken, if retakes are not permitted, enter zero.

Specify the *exam score*.

Specify if the State or an outside vendor may:

Develop,

Administer, or

Score the examination

Specify the exam scoring approach to the examination:

Raw score

Normal

Both Raw and Normal scores

Score with only pass or fail

The passing score may be a fixed value for an exam, or may vary for each sitting of the exam. Specify if the fixed, default score will be used for each exam, or if the passing score will be specified for each sitting.

Specify if the exam results should be posted to the *applicant's file number* or to a vendor assigned candidate number.

A number of letters can be generated for each exam. These formatted letters include:

Notification Letter:

Notify a candidate of a time and place of exam

Admission Card:

Card that admits a candidate to an exam sitting

Pass Notice Letter:

Notify a candidate of a passing exam grade

Fail Notice Letter:

Notify a candidate of a failing exam grade

Re-grade Request Letter:

Notify the exam vendor to request a re-grade of an exam

A.1.7.2 Define Exam Sitting Schedule

For each training class, the sitting of the exam is automatically assigned a sequential *sitting number*,

Specify the *sitting date*, time, and location,

Provide the *sitting capacity* of the exam facility to track enrollment,

Post the passing scores for each exam section; this could be done prior to the exam or later when the exam results are known.

A.1.7.3 Define Exam Requirements

Exams are taken to satisfy the requirements of licensure in a given profession. A single exam may be for one type of license or it may apply to many.

In defining exam requirements, specify if a particular exam applies to a particular license and every applicant.

The exam depends on license status, activity status, rank, qualifier, and/or specialty. Determine which exam parts and exam sections are required for a particular combination.

Specify if the exam is part of the application process. If it is, then a request to schedule an exam will be made to schedule an applicant for an exam sitting.

Specify if passing the exam is required for application approval.

A.1.8 Define Experience Criteria

Regulatory Boards have the option to retain a history of an individual's relevant work history. Work history may be used in the initial licensing process, and later for *license renewal*.

If the work history is to be recorded, specify if the *company name of the experience provider is a recognized provider or not*.

If the experience provider is recognized provider, do the following:

- Assign a work experience provider-number

- Include work experience provider-name

- Include work experience provider-address

- Include work experience provider-phone-number

- Include appropriate comments

A.1.9 Define Education Criteria

Regulatory Boards have the option for each profession, to retain a history of an individual's *education*. Education requirements exist for the licensee's initial license application, as well as their *continuing education*.

If the education history is to be recorded, specify the following information:

- Assign an *education provider-number*

- Include educational *institution-name*

- Include educational *institution-address*

- In the address, include *county-name*

- Include educational institution's *contact person*

- Include educational *institution-phone-number*

- Include the educational approval *start date* and *stop date*

A.1.10 Define Continuing Education Information

Regulatory Boards have the option for each profession, to retain a history of an individual's continuing educational history

For each *continuing education course*, capture the following information:

- Credit Hours Count*

- Course name*

- Education provider*

- Course Location*

- Course instructor*

Course type (Examples are: seminar, lecture, computer and Internet based training,)

Can the course be repeated (Yes or No)

Course approval's start and end date

A.1.11 Define Continuing Education Requirements

For each license or license renewal, there may be continuing educational requirements. There are two primary components for developing the requirements for continuing education courses.

Control parameters:

A set of parameters controlling the periods during which continuing education requirements must be met

Requirement Uses:

The specific set of options for tailoring the course for the profession, rank, qualification or specialty and how many hours for each use.

For each license, determine the continuing education control parameters:

Continuing Education Requirement Cycle Time:

The period over which hours are to be accumulated and applied to license requirements is based on a calendar year, beginning January 1st, or

The period based on the license renewal cycle, or

The period based on the date licensee gains the rank.

Latency Period:

This period is the number of months preceding the end of the current requirement-period. If a licensee gained a new rank prior to the latency period, the continuing education requirements would have to be met in the current requirement cycle. If the licensee gained a new rank during the latency period, then the continuing education requirements would be deferred until the end of the next requirement cycle.

Number of months before licensure:

The number of months preceding licensure those continuing education courses must be completed.

Initial Period:

The number of months following a licensure when the required continuing training course-hours differs from the number of course hours of the regular period.

Regular Period:

The number of months the licensee is allowed to complete the number of required continuing education hours.

Minor Period:

Because certain professions may have concurrent periods to complete the continuing education training hours, the minor period is the shorter concurrent period of months.

The continuing education requirement is driven, in part, by the rank of the licensee. For each *Rank*, define the following Continuing Education uses:

Requirement Name

Requirement Start Date: Date the requirement is enforced,

Requirement End Date: Date the requirement ceases,

Requirement Starting Age: Maximum age of licensee to meet requirement,

Requirement Age Limit: Age after which licensee needs to meet the requirement,

Requirement Applies Prior to Licensure: (Yes or No),

Number of times the Requirement repeats,

Requirement Qualifier: Rank, Qualification, Specialty, Other,

Qualifier Start Date: Date the requirement applies,

Qualifier End Date: Date the requirement ceases,

Initial Period Training Hours: Specify required or credited hours,

Regular Period Training Hours: Specify required or credited hours,

Minor Period Training Hours: Specify required or credited hours

For each approved course, list the specific requirement(s) that the continuing education course satisfies.

A.2 ISSUE LICENSE

A.2.1 ISSUE APPLICATION

This process describes the functions for assigning an application to a specific application request and to track and report application-information for those Regulatory Boards that track application requests.

A.2.1.1 Determine Application-Type

For each application-request, match the *application* request to a valid *application-transaction* based on the *profession*. Need the ability to create, add, change, and delete application types.

Valid application-transactions include:

Initial

Renewal

Upgrade

Downgrade

Exam

Reinstatement

Reapplication

Other: Professions have the ability to define unique initial application-types, such as:

Reciprocity

Grandfather

Apprenticeship

Special

A.2.1.2 Establish Rank Status

For each initial-*application*, based on the application-request, establish and post the *rank* to the applicant's application-information and select the *application-transaction code* that is appropriate for the *rank* specified.

For professions that do not track the initial application information, select an application-type that is appropriate for the *rank* specified.

A.2.1.3 Establish Professional Qualifications

For each initial-*application* that specifies *qualifications*, post the *qualifications* to the application-information, and select the *application-type* that is appropriate for the qualifications.

If the *qualifications* have a *qualification-level* associated with the *qualification*, post the *qualification-level* details to the applicant's *application*.

If the application-request does not provide *qualifications* at the time of *application request*, capture the profession *qualifications* upon receipt of completed application.

For professions that do not track the initial *application* information, select an *application-type* that is appropriate for the *rank* status and profession *qualifications*.

A.2.1.4 Establish Profession Specialties

For each applicant there may be one or more *specialties* specified on their application.

If the profession specialties have a specialty-level associated with the specialty, post the specialty level details to the applicant's *application-information*.

If the *applicant* does not provide profession *specialties* at the time of application request, capture the profession *specialties* upon receipt of completed *application*

For *professions* that do not track the initial *application* information, select an *application-type* that is appropriate for the *rank* and *qualifications* and *specialties*.

A.2.1.5 Establish “Other” Modifier

In addition to the *rank*, *qualifications* and *specialties*, there is a fourth modifier category, currently entitled “other”. “Other” Modifiers covers a wide range of values not included in qualifications and specialties and must be incorporated into the three categories

A.2.1.6 Establish License Fees

Based on the application-transaction, the rank, qualification, “other” modifier and specialty determine the license-fee amount. For each profession, match the license-fee-schedule amount to the specific transaction, rank, qualification, modifier and specialty.

Post the license *fee* amount to the License *Fees* data store.

A.2.1.7 Assign Unique Identifiers

For each *profession* that tracks applications, assign a *file-number* to each *applicant* that submits an application-request. Assign an *application-transaction* to each *application* issued.

A.2.2.1 Generate Application

For each application request, determine the material for each board specific application, based on the application-information provided by the prospective applicant.

Determine the license-fee, based on the license type and the application-information that affects the *fee* amount.

For each applicant that provides an *e-mail address*, create e-mail with the *application* as an attachment. Otherwise, produce a mailing label with *applicant mailing-address*, for the applicant. Transmit the application to the *applicant*.

A.2.2.2 Display Applicant-Information

Not every Regulatory *Board* tracks application requests.

For those that do, display the following application information for each individual requesting an application:

Applicant-name
File-number
Applicant-address
Fee
E-mail address
Rank
Application-type
Qualification
Application-request-date
Specialty
Supporting Licensee
Modifiers
Applicants-Home address
Applicants-Business/establishment address
Applicants-Other address
Profession Specific Data (PSD)
Social Security Number
Date of Birth
Gender
Race
Citizenship
Application Date
National Producer Number from NAIC

A.2.2.3 Mailing Labels

Mailing labels must have the option to include: File number, profession, and the type of address and profession specific data.

Specify if a *mailing label* for the application is to be printed. If a mailing label is required, print *applicant-name* and *applicant mailing address*.

For Regulatory Boards that do not track application requests, no information is stored or displayed. The application information is posted upon receipt of the *application*.

A.2.2.4 Report Application Activity

For each Regulatory Board that tracks applications, report the number of applications, by professions. Display by a specified application-reporting-period the following information:

Applicant- Status

Application Date

Application-transaction

Application-status

Applicant-name

Applicant-address

Application-fee amount

A.2.3 VERIFY INITIAL APPLICATION

The verification process is one in which a checklist is produced for each *profession*, and the *rank*, *specialty*, "other" modifier, and/or *qualification*. The verification criteria based on *application-transaction* type. The application status is complete when each component in the verification process equals complete. With a status of pending in any of the verification criteria, the application-status is pending. With a status of rejected in any of the verification criteria, the application-status is rejected.

Application must show the following statuses (if a component is not satisfied):

denied

canceled

expired

withdrew

A.2.3.1 Determine License Transaction:

For an initial-*license*, there are three options:

Conditional License

Unconditional license

Retired Initial

An unconditional *license* requires that Regulatory Board criteria be met for a license to be issued.

Regulatory Boards may allow an *applicant* to be issued a conditional *license*, prior to having all the licensing criteria met. (Terms such as provisional and temporary are synonymous with conditional license.)

Regulatory Board guidelines, as defined in the Set-up Process, for a conditional *license* can be deferred for a specific length of time. For each specific criterion affected:

Highlight the affected criteria with the phase “Deferred Conditionally”

Post the deferred criteria to the *Licenses-data-store*.

Provide a notice to the Regulatory Board and the *licensee* when the deferred criteria must be met. The schedule for notifying *licensees* is defined in the Set-up Procedures for the Regulatory Board.

A.2.3.2 Verify Initial Application-Information

For each initial-*application* received, where the profession does not track applications, post the following information:

Applicant-name

Applicant-address

Application-type

E-mail-address

Application-packet-request-date (as current date)

Assign a unique *File-number* to the *applicant* and a unique *application-transaction-number* to the application.

A.2.3.3 Verify Profession Specific Data

Each profession may specify groups of profession-specific-data (PSD) or individual profession-specific-data elements that must be captured, verified, and stored. Each profession can define the information that is relevant to their licensing process. The Set-up Process defines this information.

The PSD information will be displayed and verified in the business processes related to the data. For example if the PSD information is related to the educational qualifications for a specific profession, then that PSD information will be verified during the Verify Initial Education function.

In addition, a profession may have a unique function that is addressed by the PSD. The unique PSD information will be displayed with its own screen layout, and the verification of this information will be conducted based on the business rules and values defined in the PSD.

A.2.3.4 Verify Out-of-State License

For each *applicant* that seeks reciprocity and submits an (*out-of-state*) *license*, do the following:

For each *application-type* equal to “*reciprocity*”, at a minimum collect the following information:

State-name

Place name

License-number

Licensee-name

Licensee-address

License Status

Issue-date

Expiration-date

Verify the out-of-state license information is accurate and authentic.

If the out-of-state information is verified, post the *out-of-state-license* information to the *Out-of-State-Licenses* data store.

If the *out-of-state information* is verified, the requirement to provide primary documentation and professional exams may be deferred, depending on the guidelines of the *Regulatory Board*.

If the *out-of-state information* can not be verified, update the *license-status* to “*pending*” and notify the *applicant* of the inability to verify the *out-of-state information* and the requirement to take the professional exams and provide primary supporting documentation.

A.2.3.5 Verify Credentials

For each applicant, compare the applicant-credentials to the minimum-credentials required for the *license-type*.

For each applicant that meets the minimum-credential criteria, post the *credential*-information to the *application* record.

For each applicant whose credentials do not meet minimum-credential criteria, notify the applicant of the specific credential deficiency. Update the credential-status to “rejected”.

Allow for other status types if credential requirements are not met.

A.2.3.6 Verify Fees

For each application, compare application-payment with the required-*fees* for the *application-transaction type*.

Establish required-*fee* amount by matching the *application-transaction* type, transaction class, transaction subclass, license activity status, license status, *rank*, *qualification*, and *specialty* to the corresponding application-*fee-amount* on the profession’s license-fee-schedule.

If the license fee is eligible to be pro-rated, calculate the prorated *fee* according to the type of *fee*:

The pro-ration calculation is as follows: Subtract the start-year and start-month from the expected expiry year and expiry-month and divide by the number of months in the *renewal period*.

If application-payment is equal to the required-fee, update *fee-payment* as '*complete*'.

If the *fee-payment* is less than the required-fee, notify the applicant of the *required-fee* amount and balance owed, and update *fee-payment* as '*pending*', or '*partial*'.

If the application-payment is greater than the required-fee, issue a refund for the excess fee payment. Update *fee-payment* as '*complete*'

Update the *application-fee-amount* to the *License- Fees* data store. Include:

File-number

Applicant name

Fee-amount

A.2.3.7 Manage Fee Increases

When a *fee* amount is increased, the date the *fee* payment is received dictates the correct fee amount.

If the *application* and *fee* are received on the fee-increase-effective-date or before, the amount due is the unchanged *fee* amount,

If the *application* and *fee* are received after the fee-increase-effective-date, then the amount due is equal to the new *fee* amount.

For each *Licensee* who under pays the *fee* amount due, produce an insufficient *fee* payment form letter

A.2.3.8 Document Competency Information

For each *applicant* submitting an *application*, post his or her competency-information to the *application* data store. For each item that is answered with a "yes" an explanation is required, and supporting documentation must be provided to support the explanation. Update application status with "*pending*" until the explanations and documentation are reviewed. The supporting documents for *reinstatement* can be final documents or orders from:

Issuing States,

Courts,

Agencies

For each *applicant*, based on the Regulatory Board required information, update the competency data store with the following competency related information:

Post "yes" or "no" regarding the *applicant* has a medical condition, which in any way impairs or limits the ability to practice their profession with reasonable skill and safety.

Post "yes" or "no" regarding if the *applicant's* medical condition reduced or ameliorated professional services because of on-going treatment (with or without medications) or if the applicant participates in a monitoring program.

Post “yes” or “no” regarding any limitations or impairment caused by an existing medical condition, that are reduced or ameliorated because of the field of practice, the setting, or the manner in which the profession has been chosen.

Posts “yes” or “no” for the applicant’s use of chemical-substances

If “yes” do they in any way impair or limit the applicant’s ability to practice his or her profession with reasonable skill and safety? Post “yes” or “no”

If yes, post a description of the limitation or impairment.

Post “yes” or “no” regarding the *applicant’s* current engagement in the illegal use of a controlled substance.

If “yes”, post “yes” or “no” regarding the *applicant’s* participation in a supervised rehabilitation program or professional assistance program.

Post “yes” or “no” regarding the *applicant’s* diagnoses for having or ever had been treated for pedophilia, exhibitionism, or voyeurism.

Post “yes” or “no” regarding the *applicant’s* applying for or holding a *license* in any state, country, or province that had been denied, reprimanded, suspended, restricted, revoked, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

Post “yes” or “no” regarding the *applicant’s* having staff privileges at a hospital, health care facility, that have been revoked, suspended, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

Post “yes” or “no” regarding the *applicant’s* denied a state or federal controlled substance certificate.

If *applicant* had a *certificate*, post “yes” or “no” regarding the *applicant’s* having the certificate revoked, suspended, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

Post “yes” or “no” regarding the *applicant’s* being convicted of a felony or a misdemeanor other than a minor traffic offense.

Post “yes” or “no” regarding the *applicant’s* being rejected or censured by a medical society.

Post “yes” or “no” regarding the *applicant’s* professional services in any profession,

Had the *applicant* ever had a final judgment rendered against the applicant?

Had the *applicant* ever had a settlement of any legal action rendered against the applicant?

Had the *applicant* ever had any legal actions pending against the applicant, or to which the applicant was a party?

Post “yes” or “no” regarding the *applicant’s* ever held a *license* or *certificate* in any health care profession, that has been revoked, suspended, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

A.2.3.9 Verify Disciplinary History

For each applicant, access Public Information Cases data store for disciplinary-history by *applicant-name*, or *Social Security Number* (SSN) to determine if there is any current and/or previous *disciplinary* history for any and all *professions*.

For each incident of discipline with a Notice-of Charges or Final-Order, provide the *disciplinary-action*.

Inquire into National-Data-Repositories by *applicant-name* and *SSN* to insure a correct match, and post any incidents of *disciplinary action* related to the *applicant name* and *SSN*.

Compare the disciplinary-action, to the disciplinary-denial-criteria of the profession, to determine if the *application* should be denied.

If the disciplinary-action matches a disciplinary-denial-criterion, update the disciplinary-status as rejected,

Otherwise, update the *disciplinary-status* as complete

Notify the applicant of application denial, with an application-denial-letter.

A.2.3.10 Verify Supporting Documentation

Supporting documents are recorded in the imaging system that supports the current RBS application. This process assigns an identifier to each document with notes for future access in the imaging system.

For each *application*, determine the required supporting- documentation, based on the *profession* and *license-type*.

Compare the *applicant's* supporting-documentation to *profession's* expected supporting-documents.

If the required *applicant's supporting-document* accompanies the *application*, continue processing the *application*.

If the supporting-documents do not accompany the *application*, notify the *applicant* of the missing supporting-documents. Update the application-status to pending.

Assign a document identifier to the supporting document and post the document identifier to the *supporting documents* data store.

A.2.3.11 Verify Supporting License Requirements

For each *applicant* with a profession *rank* that requires another *licensee* to guarantee, supervise, or support the licensee, insure the supporting licensee meets the specifications defined by the Regulatory Board, verify that:

There is a valid support-*licensee-name* present,

The profession, *rank*, *license-status*, and *activity-status* meet the minimum requirements to support the *licensee*,

The addition of this *licensee* does not cause the supporting-*licensee* to exceed maximum-supporting-licensee.

If the addition of the *licensee* exceeds the supporting-licensee the maximum-supporting- licensee, update the license-status as 'pending', and notify the *applicant* that the supporting-*licensee* has exceeded the number of permissible *licensees*.

If supporting-*licensee*-history is required, update the *applicant*'s supporting-licensee-history data store with:

Support-licensee-name

Relation-code (guarantee, supervise, or support)

Profession of supporting licensee

Rank of supporting licensee.

A.2.3.12 Verify Experience

If the *applicant* makes an experience-waiver-request, forward to Regulatory Board for review. Post waiver-request-decision to the *application* information.

For each *applicant*, record the applicant-*experience*, this information includes:

Experience Providers: Compare the *experience-provider* to the experience-providers data store.

If the place of *employment provider* is found, post to the experience data store related to the applicant.

If the *experience-provider* is not found, highlight the *experience-provider-name* as new *experience provider*, and post to *experience-provider* data store.

Experience Dates:

Experience Begin Date

Experience End Date

Experience Quantity:

Experience Months / Years

If the experience requirements are met, the update the experience-requirements as 'complete'.

If all experience requirements are not met:

Notify the applicant of the specific experience-requirement not met.
Update the *experience-status* as 'rejected'

If there is an approved *experience-waiver*, update the *experience-status* as 'complete'.

A.2.3.13 Verify Initial Education

If the *applicant* makes an education-waiver-request, forward to Regulatory Board for review. Post education-waiver-request-decision to the *application*-information.

For each applicant, record the *education*-experience. Determine if the *applicant* experience is equal to or in excess of the minimum-education- requirements for the license-type.

Record the following educational experience information to the education data store related to the applicant:

Educational *Institution*:

Match the educational institution to the contents of the *educational institution* data store. If the educational *institution-name* is found, continue, if the educational *institution* is not found, display the educational institution as an "exception"

Educational Degree / Certification

Educational Level

Graduation Date

Degree Received

Hours Completed

Attendance Start-Date

Attendance End-Date

For each profession that tracks *education* history, maintain each iteration of educational experience for each applicant in the *education* data store.

If the *education* experience is met, update the education-status as 'complete'.

If all *experience* requirements are not met:

Notify the *applicant* of the specific experience requirement(s) not met. Update the education-status as 'rejected'.

If there is an experience-waiver, update the education-status as 'complete'.

A.2.3.14 Verify Criminal Background Check

For each *applicant*, post the date of the *background check*, and the organization performing the background check.

A.2.4 Verify Initial Organization Application

For each initial license *applicant* that is classified as an *organization*, verify the licensing functions listed below. For those *professions* that require a survey or inspection, there is a business process called Facility Inspections that documents those functional requirements. The business

process called Manage-Fees tracks and accounts for the *license fees*. The Initial *License* process is limited to insuring the correct *fee-amount* is submitted with the initial *application*.

As with individuals, in addition to the basic information, a *profession* may define modifiers that can provide additional items to be verified during the licensing process. Therefore, it is possible that each profession has a unique set of licensing criteria to verify.

A.2.4.1 Validate Organization Fees

For each organization that provides beds, compare the validated-*fee-amount* to the calculated organization-*fee*.

The fee-schedule is based on an initial-bed-*fee-amount* based on table driven value.

For organizations without beds, there is a set organization-*fee-amount* that should be compared to the validated-*fee* amount.

If the validated-*fee-amount* is not equal to the calculated *fee-amount*, notify the organization, and up-date the application-status to “pending”

Need the ability to create or change *fee* structure related to number of beds as required by law.

A.2.4.2 Record Basic Organization Information

For each *organization* that applies for a license, edit the following basic-organization-information:

Firm/Branch/Company/Agency/Building Owner/Facility-name

Firm/Branch/Company/Agency/Building Owner/Facility-address

Firm/Branch/Company/Agency/Building Owner/Facility-mailing-address

Firm/Branch/Company/Agency/Building Owner/Facility-phone-number

Firm/Branch/Company/Agency/Building Owner/Facility-fax-number

Firm/Branch/Company/Agency/Building Owner/Facility-e-mail-address

Secretary of State Control Number

Post the basic-organization-information to the *Organizations* data store.

For each *profession*, or facility-type, that records facility-administrator-information, document:

Administrator-name

Administrator *certification* number

Administrator-SSN

Facility-administrator-criminal-record: Yes / No

If yes: post

Criminal-Charges

Conviction-location

Conviction-date

Post the information to the *Facility Contact* data store.

A.2.4.3 Verify Profession Specific Data

Each *profession* may specify groups of *profession-specific-data (PSD)* or individual profession-specific-data-elements that must be captured, verified, and stored. Each profession can define the information that is relevant to their licensing process. The Set-up Process defines this information.

The PSD information will be displayed and verified in the business processes related to the data. For example if the PSD information is related to the basic application-information for a specific profession, then that PSD information will be displayed and verified during the Verify Basic Organization Information function.

The system must have capabilities to capture specific data for different facility-types, including hospital bed types, and services provided.

Note: In addition, a *profession* may have a unique business function that is addressed by PSD. The unique PSD function will be displayed with its own screen layout, and the verification of this information will be conducted based on the business rules and values defined in the PSD.

A.2.4.4 Record Facility Ownership Information

For each *organization* found in the *Facility Ownership* data store, record the following *business-ownership information*:

Legal-entity-type:

Individual

Partnership

Limited Liability Partnership

Church Related

Government / County

Other

Legal-entity-name

Legal-entity-address

Legal-entity-phone-number

Legal-entity-fax-number

Owner-name

Owner-address

Owner-phone-number

Owner-email-address

If Corporation, determine if there a *holding company*: Yes / No

If yes:

Holding-company-name

Holding-company-address

Holding-company-phone-number

Holding-company-fax-number

Holding-company-email-address

Determine *profit-status*

Non-Profit

For-Profit

Determine facility-chain-affiliation: Yes / No

If yes:

Parent-company-name

Parent-company-address

Parent-company-phone-number

Parent-company-fax-number

Parent-company-email-address

Document business-accreditation: Yes / No

If yes:

Accreditation-name

Accreditation-expiration-date

Document if owner owns *related-healthcare-facilities*: Yes / No

If yes: List all

Owner-owned facility-names

Owner-owned facility –addresses

Document if owners use *Management-firm* to operate this facility: Yes / No

If yes document:

Management-firm-name

Management-firm-address

Management-firm-phone-number

Management-firm-fax-number

Management-firm-email-address

Management-contract-start-date

Management-contract-end-date

Document if any owners had been denied a license: Yes / No

If yes, document:

License-denied-location

License-incident-city

License-incident-state

License-denied-reason

Document if any owner had a *license* suspended: Yes / No

If yes, document:

Suspended-location

Incident-city

Incident-state

Suspended-reason

Document if an owner had a license revoked: Yes / No

If yes, document:

Revocation-location

Incident-city

Incident-state

Revocation-reason

A.2.4.5 Determine Services Provided

For each *facility* related to health care, determine the health services provided:

Document the total number of beds

Record the geographic area served by the facility

For each home-health-care *organization*, determine the facility- type:

Hospital

Nursing-home

Free-standing-home-health

For each home-health-care *organization*, determine the health-care-type(s) provided:

Skilled Nursing

Physical Therapy

Homemaker Services

Speech Therapy

Medical Social Services

Home Health Aid Services

Medical Supplies /Appliances

Occupational Therapy

Specify if other services

For each organization that has a facility with branch offices, document the branch-office-address

A.2.4.6 Verify Supporting Documents

For each *organization* requesting a *license*, verify the supporting documentation is complete and accurate

The initial-license-application submitted must be notarized. If the *application* is not properly notarized, notify the organization, and up-date the *application-status* to "pending"

There must be an "occupancy approval" form received from the regional office that conducted the site survey and fire inspection. If there is no "occupancy approval" form submitted, up-date the *application-status* to "pending"

There must be a set of architectural plans / drawings submitted and approved by the Department, and a Compact Disk (CD) provided with a complete set of final drawings.

Until the architectural plans / drawings are approved and a CD received, up-date the *application-status* to "pending"

A.2.4.7 Notify Occupancy Inspection

For each *facility license* that requires an inspection to be conducted for the purpose of licensing, post the *legal entity-name, profession, and legal-entity-address*, to a qualification-inspection-roster.

Based on zip code, provide the regional office that has jurisdiction over the facility-location with the basic-occupancy-information.

The same basic-occupancy-information is provided to the Plans-Review group to approve the architectural plans. The *organization* must be on the qualification-inspection-roster, prior to the plans being reviewed.

A.2.4.8 Issue Vehicle Permit

For each Emergency Medical Services (EMS) service organization that maintains *vehicles*, perform the following process:

Display all *permits* assigned to EMS service

For each *permit* verify the permit fee has been paid. Payment information is provided by the cash office that posts *fee* payments.

For each permit with a payment associated with it, update permit-fee to paid. Otherwise update to pending.

For each *vehicle* associated with the organization, record the permit-information:

Active indicator

Permit-number

Issue Date

Post the permit-number of the permit certificate.

A.2.4.9 Update Vehicle Permit History

For each *organization* that maintains *vehicles*, update changes associated with the vehicle-status-code.

When a *vehicle* is removed from service, update permit number to inactive.

EMS provides a list of *vehicles* that do not pass inspection. Update the permit status to pending, until the permit fee is posted to the permit.

Update permit-status to active when the re-inspection fee is posted to the permit number.

Provide EMS division with a list of *permits* that have *fees* associated for a user defined reporting period.

A.2.5 LICENSE RENEWALS

A renewal is an application that, on approval, extends the expiration date of the license concerned, calculating the new expiry date from parameters provided at the time the system is set up; a renewal confirms a *license* at the existing *rank* and *status* for the next licensure period.

Renewals are generated based on set criteria: For Example: The system must be able to:

Generate renewals and create renewal applications for all licenses meeting these criteria:

- The status is renewable,

- The rank is renewable,

- There isn't already an open renewal application on file for the *licensee*,

- The license will expire within a given number of days (the "renewal lead time").

The system generates the renewals and records them to the data store.

A reminder is generated to *licensees* who have not renewed after a given number of days defined by board profession.

After grace period, a penalty fee for any renewals, which have not been returned, increases the fees due.

For Commerce and Insurance, when the payments are received, they are entered by the Department of Revenue into what is known as the "RP" system. The data is then transmitted to our system and applied to the appropriate applications. This process sets a date in the application called the RP Process date.

After the payments have been entered, the Cashier's Office receives the renewal documents, which are then forwarded to the board, or division. Some boards, or divisions, need the capability of turning off automatic query and approval for on-line renewals.

The system must have the capability allowing a delay, which will prevent automatic approval of the renewals until a given number of days after the RP Process date (step 6). Not all professions make use of this provision.

The system runs another process periodically (during the evening) looking for applications that have passed the delay period. Those found are tested to see if they may be approved and, if so, submitted to the approval process.

When a renewal application is received that queries the system for the RP Release, RBS approves the renewal if the fee requirements have been satisfied

When an application is approved, the new certificate is generated and sent for printing. When confirmation is received from the printing system, the renewal process is complete.

Renewals that have not been received and approved within a given time period after license expiry, are expired. The system periodically scans the licenses looking for those beyond their expiry dates with no open renewal application. Each found is given the status as determined by the board (Suspended - Failed to Renew). Need the capability to turn off scan and assignment of expired licenses.

A.2.5.1 Verify License Renewals

For each *license-renewal applicant* that requires license renewal, edit the license renewal information, as follows:

Compare the *License* or *Certification number* of the renewal request to the *license-information* in the Licenses data store.

If the *License / Certification* number is not found, notify the (license-renewal)-applicant that the License / Certification number does not match, and update the application-status to “pending” until the applicant provides revised license renewal application information.

If the *license* is found in the Licenses data store, at a minimum, display and compare the following license and licensee-information and allow the data elements highlighted in bold to be updated, if there had been a change since the last licensing transaction:

Licensee-name

Licensee-mailing-address

Licensee’s employer-name

Licensee-work-address

Licensee’s SSN

Licensee-Date-of-Birth

Licensee-home-phone-number

Licensee-work-phone-number

License expiration-date

For *PSD* fields requiring updates, display the appropriate PSD information, and allow the licensee to update the permitted fields.

Verify if the (renewal) licensee-mailing address differs from the licensee-mailing-address in the Address data store. If yes, update the licensee-mailing address, with the (renewal) licensee-mailing address, and post the licensee-mailing address to the Address-History data store, along with the revision date, and application-transaction-number.

For each (licensee renewal) *applicant* that has been licensed in other states since the last *licensure-date*, post the names of the states to the *Licenses* data store.

Where appropriate post “yes” or “no” regarding the applicant’s being convicted of a crime and had not notified the Regulatory Board of the incident.

If “yes”, verify the presence of an explanation as supporting documentation of the conviction.

Post “yes” or “no” regarding the *applicant’s* being disciplined in another state and had not previously notified the Regulatory Board of that incident.

If “yes”, verify the presence of an explanation as supporting documentation of the discipline. Update the Supporting Documentation data store with the explanation.

Post “yes” or “no” regarding the applicant’s being in poor physical or mental health.

If “yes”, verify the presence of an explanation as supporting documentation of the health condition. Update the Supporting Documentation data store with the explanation.

For each license renewal application, compare application-payment with the required-fees for the application-transaction type.

Establish required-fee amount by matching the *application*-transaction type, *rank*, *qualification(s)* and *specialty* to the corresponding application-fee-amount on the profession’s license-fee-schedule.

If application-payment is equal to the required-fee, update fee-payment as ‘complete’.

If the fee-payment is less than the required-fee, notify the applicant of the required-fee amount and balance owed, and updates fee-payment as ‘pending’.

If the application-payment is greater than the required-fee, issue a refund for the excess fee payment. Update fee-payment as ‘complete’

Compare renewal date to current date. If the current date is greater than the renewal date, and with grace-period for certain professions, a late fee is assessed. Add the late-fee amount to the renewal fee amount. Notify the licensee of the balance due on his or her renewal fee. Mark as “pending”.

However, if the current date is greater than the renewal date by the number of days in the grace period, deny the licensee the ability to renew. Provide notification to the licensee that a re-instatement application will be required.

For each on-line application payment verify the credit / debit card transaction was successful prior to updating fee-payment as “complete”

A.2.5.2 Validate Continuing Education Requirements

There are two methods of handling *Continuing Education* Requirements. These methods are identified in the following requirements.

A.2.5.2.1 Continuing Education Option 1:

The renewal cycle, the period between renewals, is defined at the time the system is setup and in most cases is based on a date such as the licensee's birth date or the date on which the license was first granted.

Continuing education also is governed by cycles whose length and base date vary from profession to profession or even from rank to rank within a profession. The continuing education period is that span of time over which a certain number of hours must be credited against certain requirements.

Where these two cycles coincide, the decision about whether the requirements have been satisfied or not, is relatively simple. If the required number of hours is credited within the renewal cycle, then the continuing education requirement has been met. Providers renew annually and there is a provision for continuing education carryover from one cycle to the next. For example if the CEU requirement for a given profession is 10 credits and the licensee has 20 credits. The additional 10 credits can count toward the following CEU cycle. However, there are special instances, where the continuing education may be outside the renewal cycle (Real Estate).

Where the two cycles do not coincide things are more complex. Suppose that the renewal cycle is based on birth date and our licensee was born in July 1941 and the renewal cycle is two years long. Now suppose that the continuing education cycle is 12 months long and is based on a calendar year. How do we decide?

In this case, the system calculates which Continuing Education cycles will finish within the licensee's current renewal cycle, that is, between Aug 1 1991 and July 1993. In this case, the Continuing Education cycles concerned are:

from Jan 1 1991 to Dec 31 1991 and

from Jan 1 1992 to Dec 31 1992.

The next cycle, ending in Dec 93, does not apply because it ends after the licensee's current expiry date.

The system now looks at the Continuing Education history for the licensee and, if there are insufficient credits in either of these two periods to satisfy the requirements, will refuse to approve the renewal application.

This is basically how the whole thing works. There are some complications such as initial periods when the number of hours required may differ, or two concurrent cycles - 20 hours every 6 months and a total of 50 every year.

A.2.5.2.2 Continuing Education Option 2:

For each *applicant* requiring the completion of *continuing education* courses and for each *licensee* that is required to complete *continuing education* courses, access the required continuing education requirements from the continuing education data store, and do the following:

Compare the continuing education control parameters that define the time period during which continuing *education requirements* to the *rank*, *qualifications* and *specialties* that must be met. These control parameters include:

Continuing Education requirement cycle time

Latency period

Number of months before Licensure

Initial period

Regular period

Minor period

In addition to the *control parameters* listed above, the *continuing education* requirements are based on the specific *rank* of the *applicant*.

Requirement Name,
Requirement Start Date
Requirement End Date,
Requirement Starting Age
Requirement Age Limit
Requirement Applies Prior to Licensure
Number of Repeat Requirement
Requirement Qualifier
Qualifier Start Date
Qualifier End Date
Initial Period Training Hours,
Regular Period Training Hours
Minor Period Training Hours

For the specific *rank* of the *applicant*, compare the continuing education requirements to the *continuing education* courses submitted by the applicant.

A.2.5.3 Verify Continuing Education Courses

A.2.5.3.1 Continuing Education Option 1:

USING APPROVED COURSES and APPROVED PROVIDERS

Approved courses are those on file as courses allowed as Continuing Education credits. If the course is not on file, the boards will not allow it. When historical data is entered for a licensee, the system requires an approved course code that matches one already on file.

The system allows courses not on file, provided the code "MISC" is entered in place of the course code.

The Boards track approved course providers and may or may not allow "MISC" in place of a valid provider code.

Some boards issue certificates to APPROVED PROVIDERS for APPROVED COURSES according to their regulations.

The methods used are determined by how the board sets up the profession.

The Education Provider (contracted vendor) sends out and processes the renewals of the Education Providers - then downloads renewal information to our system on each provider (this will allow all their approved courses to be continued for the next year).

When an agent completes an approved course, the education provider submits the required information to the vendor. The vendor then downloads the information to our records, which will update the agent CEU data.

The system must keep the CEU Course Completion Date in the History.

A.2.5.3.2 Continuing Education Option 2:

For each *continuing education* course, verify the course information provided by the *applicant* to the course information in the *continuing education* data store:

Number of Credit Hours

Course name

Education provider

Course location

Course instructor

Course type

Course approval's start and end date

If the *continuing education* course submitted by the applicant matches the continuing education course information, update the submitted course as "*qualified*" and post to the continuing education history data store

A.2.5.4 Compare Courses Taken to Course Requirements

For each "*qualified*" *continuing education* course submitted by the applicant, compare rank requirement and control parameter to the course qualified course.

This system must be flexible enough to allow the boards to determine course requirements. The following methods of allocation are part of the current system;

In defining the course, the board decides for which requirement(s) the course can provide credits (repeated courses, restrictions, etc.). The system then handles the allocation of hours automatically.

The board allows miscellaneous courses to be used.

A.2.5.5 Audit Continuing Education Requirements

For each audit period, randomly select a board specified percentage of the license renewals and do the following:

Create a form letter to request transcript proof that the continuing education requirements have been met

Track the responses to the request for transcription proof. Notify the licensee if a reply is not received by max-reply-date.

Provide results of the continuing education audit.

A.2.6 OTHER APPLICATION TRANSACTIONS

A.2.6.1 Track Special Application Request

Each Regulatory Board has defined a list of permissible special-application-requests, examples of special-application-requests include:

Lost License Request

For a lost license, the applicant must provide a recent photo and a notarized letter explaining the circumstances surrounding the lost license.

Roster Request

This roster of Board members is available on the Health Department web-site

For each special-request type, track the special-request by applicant, profession, in descending application-date order.

A.2.6.2 Record Downgrade Request

The purpose of this *application* request is to remove *qualifications* or *specialties* to a valid *license*, or to change license's *rank*, *status*, or *activity-status*. Note: this is the only *applications-transaction-type* that permits a licensee to change *license's rank*, *status* and *activity-status*.

For each *application transaction* equal to downgrade do the following:

Compare the *SSN* of the applicant to the *SSN* on the Applicants data store. If the *SSN* number is found, display the application information for the initial applicant.

For each (downgrade) *application*, compare application-payment with the required-fees for the application-transaction type.

Establish required-fee amount by matching the application fee to the corresponding application-fee- amount on the profession's license-fee-schedule.

If application-payment is equal to the required-fee, update fee-payment as 'complete'.

If the fee-payment is less than the required-fee, notify the applicant of the required-fee amount and balance owed, and update fee-payment as 'pending'.

Retain the same file number as the initial application.

Compare the information on the (downgrade) *application* to the information on the initial *application*. Update the *downgrade application data that had changed since the initial application*, and add any new application information that differs from the initial application.

If information is missing from the *applicant's (downgrade) application*, notify the *applicant* of the deficiencies with the time frame to submit the missing information. Update the downgrade application status to "pending" until the information is verified.

If the information is not received in the mandatory time frame, update the (*downgrade*) *application status* to “closed”

Post the *downgrade application* to the *Applicant's* data store under the original *file number*.

A.2.6.3 Record Upgrade Request

Used to add qualifications or specialties to a valid license for the purpose of changing license's rank, status or activity.

For each *application transaction* equal to *upgrade* do the following:

Compare the *SSN* of the *applicant* to the *SSN* on the Applicants data store. If the *SSN* number is found, display the application information for the initial *applicant*.

For each (*upgrade*) *application*, compare application-payment with the required-fees for the application-transaction type.

Establish required-fee amount by matching the application fee to the corresponding application-fee- amount on the profession's license-fee-schedule.

If application-payment is equal to the required-fee, update fee-payment as 'complete'.

If the fee-payment is less than the required-fee, notify the applicant of the required-fee amount and balance owed, and updates fee-payment as 'pending'.

Retain the same *file number* as the initial application.

Compare the information on the (*upgrade*) *application* to the information on the initial application. Update the (*upgrade*) *application* data that had changed since the initial *application*, and add any new *application* information that differs from the *initial* application.

If information is missing from the *applicant's* (*upgrade*) *application*, notify the *applicant* of the deficiencies with the time frame to submit the missing information. Update the (*upgrade*) *application* status to “pending” until the information is verified.

If the information is not received in the mandatory time frame, update the upgrade application status to “closed”

Post the (*upgrade*) *application* to the Applicant's data store under the original *file number*.

A.2.6.4 Record Re-Exam Request

An *application-transaction-type* is used when an applicant is applying to retake an examination. For each application transaction equal to exam do the following:

Verify the re-exam request is notarized

If not return to *applicant*, otherwise;

Post the *profession* of the exam requested.

Compare the *applicant's SSN* to the *SSN* on the *applicants* data store.

If the SSN is found, display the

Applicant's name

Applicant's mailing-address

Applicant's home phone-number

Applicant's work phone number

Course-location

Course-date

Exam-date(s)

Exam(s)-retaken

Written

Practical

Both

Update the profession exam's eligibility-list and exam-schedule with the applicant-name, SSN, applicant-address and applicant-home-phone number.

For each re-exam application, compare exam-payment with the required-fees for the application-transaction type.

Establish required-fee amount by matching the exam fee to the corresponding exam-fee-amount on the profession's license-fee-schedule.

If application-payment is equal to the required-fee, update fee-payment as 'complete'.

If the fee-payment is less than the required-fee, notify the applicant of the required-fee amount and balance owed, and update fee-payment as 'pending'.

A.2.6.5 Record Licensure Reinstatement Request

This *application-transaction* is used when a license has been previously suspended, deactivated, or invalidated.

For each *application transaction* equal to "reinstatement" do the following:

Compute reinstatement fee.

The *Licensee* is required to pay all back license fees that would have been due, as if the *license* remained current, plus any possible penalty fee levied by the specific profession.

Add the *fee* amount for each license renewal beginning with the first renewal fee not paid and each subsequent fee until the present renewal fee.

Add the Profession specific Penalty Fee amount to the total Renewal Fees due.

Display the sum of penalty fee and combined renewal fees as amount due.

Post the reinstatement professional license requested

Verify Personal Information

Compare the *applicant's SSN* to the Licensee's *SSN* on the *Licensees* data store. If the *SSN* is found, display the

Applicant's name

Applicant's mailing-address

Applicant's home phone-number

Applicant's work phone number

Applicant's date-of-birth

Applicant's Place-of-birth

Applicant's US Citizenship (yes / no)

Applicant's Sex

Applicant's alias or name changes

For any of the above information that is not displayed, update the applicant's basic-information.

Post Practice and Licensure Information

Post narrative for *applicant's* description of the present practice setting

Post narrative for *applicant's* reason for leaving present practice

Post narrative for *applicant's* reason for reactivating Tennessee license

If applicable, post narrative for *applicant's* reason why license was not renewed

Post narrative for *applicant's* intended specialty practice in Tennessee

Update *work-history* since graduation from professional school to the present, with the following information:

Work-start-date (month / year)

Work-end-date (month / year)

Work-location (city / state / country)

Activity-description

Post to the Work-history data store

Update *license* information for *licenses* that the applicant in the past or currently holds a license. Include the following information:

State / Province / Country

Profession

License-number

License Issue-date

Current License-status

Post to the *License* data store.

Verify that each posted licensure incident has a supporting document from the State / province / Country that issued the license. If the supporting documentation is not present, update the application-status as “pending” When each supporting document is verified, update the license-history status as complete

Verify Professional Competency

For each *applicant* submitting an *application*, post his or her competency-information to the Competencies data store. For each item that is answered with a “yes” an explanation is required, and supporting documentation must be provided to support the explanation.

The supporting documents for reinstatement can be final documents or orders from:

Issuing States,

Courts,

Agencies

If the supporting documentation is present, after the explanations and documentation are reviewed, and approved, update the professional-competency status with “complete”.

If the supporting documentation is not present, update professional-competency *application status* with “pending”.

For each *applicant*, based on the Regulatory Board required information, update the competency data store with the following competency related information:

Post “yes” or “no” regarding the *applicant* has a medical condition, which in any way impairs or limits the ability to practice their profession with reasonable skill and safety.

Post “yes” or “no” regarding if the *applicant’s* medical condition reduced or ameliorated professional services because of on-going treatment (with or without medications) or if the *applicant* participates in a monitoring program.

Post “yes” or “no” regarding any limitations or impairment caused by an existing medical condition, that are reduced or ameliorated because of the field of practice, the setting, or the manner in which the profession has been chosen.

Posts “yes” or “no” for the applicant’s use of chemical-substances

If “yes” do they in any way impair or limit the *applicant’s* ability to practice his or her profession with reasonable skill and safety? Post “yes” or “no”

If yes, post a description of the limitation or impairment.

Post “yes” or “no” regarding the applicant’s current engagement in the illegal use of a controlled substance.

If “yes”, post “yes” or “no” regarding the applicant’s participation in a supervised rehabilitation program or professional assistance program.

Post “yes” or “no” regarding the *applicant’s* diagnoses for having or ever had been treated for pedophilia, exhibitionism, or voyeurism.

Post “yes” or “no” regarding the *applicant’s* applying for or holding a license in any state, country, or province that had been denied, reprimanded, suspended, restricted, revoked, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

Post “yes” or “no” regarding the *applicant’s* having staff privileges at a hospital, health care facility, whose been revoked, suspended, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

Post “yes” or “no” regarding whether the *applicant’s* has been denied a state or federal controlled substance certificate.

If applicant had a certificate, post “yes” or “no” regarding the *applicant’s* having the certificate revoked, suspended, otherwise disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

Post “yes” or “no” regarding the *applicant’s* being convicted of a felony or a misdemeanor other than a minor traffic offense.

Post “yes” or “no” regarding the *applicant’s* being rejected or censured by a medical society.

Post “yes” or “no” regarding the *applicant’s* professional services in any profession,

Had the *applicant* ever had a final judgment rendered against the applicant?

Had the *applicant* ever had a settlement of any legal action rendered against the applicant?

Had the *applicant* ever had any legal actions pending against the applicant, or to which the applicant was a party?

Post “yes” or “no” regarding the *applicant’s* ever held a license or certificate in any health care profession, that has been revoked, suspended, otherwise

disciplined, curtailed, or voluntarily surrendered under threat of investigation or disciplinary action.

A.2.6.6 Record Change of Address Request

This *application-transaction* is to update the basic-information related to a change of name, address, phone-number, business and practice name and address.

For each *application* for *application-transaction* equal to “*change-of-address*” compare the *applicant*’s SSN to the SSN listed in the *Licensee* data store.

Compare the applicant’s license-number-number (or *certification-number* or *registration-number*) to the license-numbers in the *Licenses* data store.

If either the SSN and / or the *license-number* do not match, notify the *applicant*, and update application-status to “rejected”.

For each SSN that matches, compare the *licensee*’s name on the *application* to the *licensee-name* associated with the SSN and *license-number*. Replace the former-name with the new-name associated with the license-number, update name-history data store with the former-name, application-transaction-number and application-transaction-date. Update the *application-status* as “complete”

For each request to change the either mailing-address, or practice-address, replace each mailing-address or practice-address associated with the SSN with the new- mailing address or practice address, update address history data store with the (replaced) address, application-transaction-number and application-transaction-date. Update the application-status as “complete”

For each *applicant* who requests a change in phone-number, replace every phone-number associated with the mailing-address with the phone-number, update phone-number data store with the (replaced) phone-number, application-transaction-number and application-transaction-date. Update the application-status as “complete”

A.2.6.7 Record Reapplication Request

This *application-transaction* is used when an *application* has previously been *closed*.

Allow for modification of record layout on the reapplication requests based on board/profession regulations for individual or organization.

For each *application transaction* equal to *reapplication* do the following:

Compare the SSN of the applicant to the SSN on the *Applicants* data store. If the SSN number is found, display the application information for the initial applicant.

For each reapplication-application, compare application-payment with the required-fees for the application-transaction type.

Establish required-fee amount by matching the application fee to the corresponding application-fee- amount on the profession’s license-fee-schedule.

If application-payment is equal to the required-fee, update fee-payment as ‘complete’.

If the fee-payment is less than the required-fee, notify the applicant of the required-fee amount and balance owed, and updates fee-payment as 'pending'.

Retain the same file number as the initial application.

Compare the information on the (reapplication) *application* to the information on the initial *application*. Update the basic application data that had changed since the initial application, or add application information that was missing from the initial application.

If information is missing from the *applicant's* (reapplication) application, notify the applicant of the deficiencies with the time frame to submit the missing information. Update the (re) application status to "pending" until the information is verified.

If the information is not received in the mandatory time frame, update the (re) application status to "closed"

Post the reapplication application to the *Applicant's* data store under the original file number.

A.2.6.8 Record Retirement Application Requests

For each application transaction equal to retirement, collect the following information:

Licensee-name

License-address

License-home-phone-number

SSN

Verify this information is correct by comparing the information to the corresponding information in the *Licensee* data store. Verify the information below by comparing it to the information in the *Licenses* data store for the Licensee:

License-type

License-number

License-issue-data

Update the *Licenses* data store with the retirement date; replace license-status with "retired".

A.2.6.9 Application Appeal

For each *applicant* who submits an application-appeal, determine if the denial-reason is permitted for the particular profession.

If the denial-reason is one that can not be appealed, a certified letter is sent to the applicant listing the reason(s) for denial and the reason why the denial-reason can not be appealed.

If the denial-reason can be appealed, a certified letter sent to the applicant with the specific denial-reason(s) listed, along with the appropriate course of action available to

the applicant and the appeal-request-date, should he or she wish to appeal the Board's decision.

If the application-appeal is permitted, verify the appeal-request-date is less than the maximum timeframe to request an application-appeal.

Once the Regulatory Board hears the appeal and makes its final recommendation, a certified letter is produced that documents the board's decision.

If the application-appeal is successful, and the application-denial is reversed, update application status to "approved".

A.2.6.10 Post Application

Each *application* is completed when each of the *verification-criteria* equals 'complete'. Post completed application-information to the completed application data store.

For each *application* that has an *application-status* equal to '*pending*', post pending-information to pending-applications data store. Pending- information includes:

Applicant-name

Applicant-address

Applicant e-mail-address

File-number

'Pending' verification-criteria

Application-date

For each application that has a verification-criteria equal to 'rejected', post rejected-information to rejected-applications data store. Rejected-information includes:

Applicant-name

Applicant-address

Applicant e-mail-address

File-number

'Rejected' verification criteria

Application-date

A.2.6.11 Report Application Status

For each *profession*, select the reporting period by defining the application-status-inquiry-from-date and the application-status-inquiry-to-date.

Provide inquiry to complete-applicants, pending-applications and rejected-applicants for each profession.

Provide inquiry to complete-applications, pending-applications and rejected-applications by applicant-name / SSN/County, State, zip code, file and/or license number Allow for modification of record layout based on board/profession regulations for individual and organization.

A.2.7 Miscellaneous Profession Specific Requirements

A.2.7.1 Supporting License Determinations

Agent Licensing has company appointments and terminations on agent records-maintaining history with dates is required, company name, number, and effective date of contract. Appointments and terminations are keyed or electronically sent from the NAIC.

Agent Licensing bills the insurance companies quarterly for all appointments and terminations processed during that quarter. The billing gives the company a listing of all transactions for that quarter along with a billing statement. This statement includes the company name, number, address, listing, current amount due, previous amount due (if previous amount is unpaid) and total amount due.

Types of Letters/Emails/Facsimiles:

- Initial receipt
- Approval
- Denial
- First Notice
- Second Notice
- Notice of Expiration
- Bulk Mailings
- Individual Mailings

Exams:

- Notification
- Admission
- Pass
- Fail
- Regrade

The new system must also incorporate two types of letters. One type of letter would encompass the single mailing to a particular individual(s), the other type of letter would include bulk mail/mass mailings and the system must be able to separate the bulk mailing and store each letter in each licensee's file for historical purposes.

The system must be able to handle the complexity of notification issuance and enable the user to create, add, change, print, and delete "multiple" letters in a single transaction with fees per unit (letter) created/distributed. Example: Insurance Producers request a letter be sent to multiple states (i.e. SC, NC, CA, PA, etc.) showing that the agent is certified and in good standing in the State of Tennessee. The law requires that a fee of \$7 be assessed per letter. The system must also enable the user to vary the fields and include, or exclude, information/fields/lines as deemed necessary. The following information must be included in the letters:

- Name and address of recipient,
- Name of licensee/Registrant
- Licensee's License Status
- License number
- Status of Continuing Education
- Name of Supporting License
- List the Disciplinary Action Taken (if any)

We need the ability to generate a letter/email/fax notifying the licensees of requested or mandated changes that have been made to their record. This must be automated. We must have the capability to send the supporting licensee/firm/company a copy of the notification. Need to create a history.

Letters/emails/fax must be maintained at the Board/profession level and processing must be effortless.

A.2.7.2 Establish Profession Specific Data (PSD)

For each profession there is profession-specific information that may be unique to the profession. PSD information is associated with specific entities, such as Applicant, Licensee, or License,

Select from a pre-determined list of entity-types, the entity that most closely relates to the PSD information being added,

The PSD values include the following:

Indicator:	Yes /No
Date:	valid date format
Text:	text (to a pre-defined length of characters)
Code:	the value must be one of a set of codes defined for a specific PSD

The maximum length for the PSD data is currently 30 characters,

For each PSD, specify the PSD data element,

Identify the allowable code values descriptions for the:

Indicator
Date
Text
Code

Specify if PSD history is to be kept of the PSD elements

Create an alert when a PSD date is expired, and report the expiry for audit and subsequent action.

A.2.7.3 Manufactured Housing Decals and Inspections

The system must have the ability to receive and store information pertaining to decals/inspections via any electronic means i.e. Email/facsimile/ftp. The new system must have the capability to calculate the number of decals sold to manufacturing retailers and installers and the number of decals installed by manufacturing retailers and installers then generate a report of the same. Also, need the ability to accurately account for number of inspections completed by the manufacturing retailers and installers.

This report will need to include, but not be limited to the following:

License number
Name of retailer/installer
Address of retailer/installer
Name of County Court Clerk
Address of County Court Clerk
Number of Decals Purchased by Retailers/Installers
Number of Decals installed by Retailers/Installers
Decal number
Date Decal Sold to retailer/installer
Date Decal installed
Date Reported to Codes Enforcement
Name of the Consumer
Location of the installation
Serial Number of the Home
Date Home Inspected
Name of Inspector
Status of Inspection

This is a requirement of Codes Enforcement Board. We license and maintain records of State Manufactured Home Inspectors. Decals are issued to the County Court Clerks in Tennessee for distribution. The County Court Clerks send a monthly report to the Division of Fire Prevention/Codes Enforcement Section of the number of decals sold to State Manufactured Home Inspectors. Also, State Manufactured Home Inspectors send a report of the number of decals that have been installed. Codes Enforcement Section then schedules an inspection of the home. We need to be able to have access to information from the license records.

A.2.7.4 Bonds and Sureties

Manufactured home manufacturers, retailers, and installers must have surety bonds as a part of licensure requirements. Currently if there is a date entered in the "Bond Effective Date" and "Bond Expiration Date" fields, then RBS flags the checklist for approval that the PSD (Profession Specific Data) is there. The system does not verify that the dates entered into those fields are valid dates for the licensure period, but flags the checklist with a "Y" indicating that the current bond (really the previous year's) is sufficient.

The system must flag the checklist in such a way to show that the bond is expired and report it for audit and subsequent action.

A.2.7.5 Licensing Events

Some *events* are licensed on a one-time basis and for a specific amount of time. *Events* such as boxing matches and automobile races are two examples of this type of event. The parameters for these events are very specific and the information resulting from these events are published in reports requested after these events are completed.

A.2.7.5.1 Boxing Matches

Boxers, Timekeepers, Judges, Referees, Seconds, Managers and Promoters are all licensed for two years from date of issuance. Investigators and Directors are not licensed. No renewal reports, or renewals are run systematically. The licensees renew when they schedule a fight event.

There are no physicals in RBS. Items listed below are tracked systematically:

- Weight,
- Dates of Birth (DOB),
- Mailing Address
- Federal ID #
- Home Phone #
- Initial/or Renewal Fees
- TN Residents – Pay extra fee

All licenses expire simultaneously

Promoter must pay tax on Gross Receipts

- Miscellaneous Tax Fee
- Bonded promoter sends a copy of his bond to Boxing and Racing Division

Boxing and Racing enters Boxer's File Number (same as License #)

Each bout entered separately

Enters each boxer's file number

RBS automatically pulls the following information:

- Federal ID Number
- City
- State
- Weight
- DOB

At the conclusion of the event, the following information is recorded:

- Winner – Last Name
- Remarks – Fight Results
- Date
- Location
- City
- State
- Promoter's Full Name
- Fight Physician's Full Name
- Referees (Up to 3)
- Timekeeper
- Judges (3 to 4)

A.2.7.5.2 Toughman Contest:

- Promoter's name is entered into RBS
- Separate Licensee Number and File Number – 2 Years Expiry
- Each event is individually licensed
- These permits are renewable upon request
- These licenses expire the second evening of the event
- These licenses are renewable upon request
- The participants are unlicensed
- Judges, timekeepers and referees are licensed as in Boxing Events.

There are no result reports and the promoter pays the taxes on gross receipts.

A.2.7.5.3 Automobile Races

Racetrack owners pay licensing fees annually. All expire on December 31st of each year. There are no late fees, or penalties involved for those delinquent. These licensees must be reflected in the system.

The owners must have the following documentation:

- Proof of insurance
- Properly completed application
- Fee

A.2.7.5.4 Investigations:

If any of the individuals above hold an event without proper licensure they are subject to investigation. The investigator may lodge a complaint as a Complainant and the Licensee must respond as a respondent.

The investigations are tracked systematically by the Boxing and Racing Division. They will open and close the investigation.

A.2.8 ISSUE LICENSE

A.2.8.1 Verify License Pre-Requisites

For each *profession* that has authorized license-pre-requisites, verify that each completed application:

- Compares the applicant-information to the pre-requisite established for the specific *rank*, *qualification* and *specialty*

- Verifies that the *applicant* has the qualifications that are equal to or greater than the minimum pre-requisite qualifications to be issued a license.

- For each *applicant* that meets the pre-requisite qualifications, update the *license* data store with a code-value equal to '*pre-requisites-met*'

- For each *applicant* that does not meet the pre-requisite qualifications, update the *license* data store with a code-value equal to '*pre-requisites-not-met*'

A.2.8.2 Verify Examination Results

The process to verify examination results covers a number of related processes that include scheduling examinations, registering exam applicants, and verifying that exam results meet profession minimum passing grade, and then posting / reporting on examination results.

A.2.8.3 Generate Exam Roster

For each profession that requires a *qualification exam*, create an applicant-roster for each exam-date. Make the applicant-roster available no later than the applicant-roster-min-date.

- For each profession, update the *exam-roster* by including each *applicant* within the exam-waiting-period.

For each *applicant* posted to the applicant-exam-roster, produce by applicant-roster-min-date an exam-admittance that allows the applicant to enter the exam facility and take the profession exam.

Roster must include file number, name, address, candidate number, and status.

A.2.8.4 Register Exam Participants

For each *applicant* listed on the exam roster, register the *applicant* with the correct exam information by doing the following:

Verify the *applicant-name* to the specific *exam-roster* for the professional *rank* specified in the applicant's application-information.

For each (*exam*) *applicant* that has a current *license*, and is required to re-exam, post the *licensee-name* to the specific *exam-roster* for the professional qualification specified in the applicant's application-information.

For each (*exam*) *applicant*, include the exam-profession, exam-number, exam-type, exam-part and exam-date to the exam-roster.

For each *applicant* that appears on a vendor-exam-roster, compare the vendor provided *applicant-name* to the participants on the applicant-exam-roster. For each exam-participant on the vendor-exam-roster, there must be:

An *application* on file with an *application-status-code* equal to "complete"

A *license-status-code* equal to "valid"

If a profession permits non-registered-participants to take an exam, post the *exam-applicant-name*, and include the exam-profession, exam-number, exam-type, exam-part and exam-date on the exam-roster

A.2.8.5 Compare Exam Scores

For each exam-participant, compare the actual exam result for the exam-profession, exam-number, exam-type, and exam-part to the minimum-passing-exam-score.

If the actual exam score is equal to or greater than the minimum-passing-score, update the exam-participant's exam-results to "passed".

If the actual exam score is less than the minimum-passing-score, update exam-participant's exam-results to "failed".

A.2.8.6 Post Exam Scores

For each exam-participant taking the qualification-exam for the first time, create a exam-history-record and post the exam score, include the exam-profession, exam-number, exam-type, exam-part and exam-date.

For each exam-participant that has a exam-history, post the exam-score to their exam-history record. Include the exam-profession, exam-number, exam-type, exam-part and exam-date.

For each exam re-grade-request, generate a re-grade request to the examining-vendor for a specific exam-participant, include: exam-profession, exam-number, exam-type, exam-part. Update the exam-participant's exam-history with the results of the re-grade.

A.2.8.7 Generate Exam Reports

For each exam date, provide a report that identifies the following information:

Exam-location

Exam-participant,

Exam result

Exam-profession,

Exam-number,

Exam-type, and Exam-part

In addition, for each exam-number, compute the total number of *participants* taking the exam and display the test-results in a standard bell shape curve

A.2.9 Create an Initial License

A.2.9.1 Verify License Status

For Commerce and Insurance, the system must have the ability to search by any or all names (such as, “old” names, “doing business as” names, and “alias”). Example: search by maiden “Sue Brown” a list must show her current name “Sue Smith” and her alias “Jean Smith”.

For each *applicant*, search the *license* data store by *applicant-name* and *file-number*, verify that either:

If there are no license-records in the *licenses* data store for the applicant, or if there is a license-record, that the license-status permits the license process to continue, update the applicant-information with the *license-status* equal to “verified-license-status”.

If there is a license record whose license-status does not permit the applicant to be issued a license, update the applicant-information with the *license-status* equal to “rejected” due to *license-status*.

For each profession that requires the *activity-status* to be checked, verify the *activity-status* for each *applicant* requesting a license. Search the *license* data store by *applicant-name* and *file-number*, to verify that either:

If there are no activity-record in the *licenses* data store for the *applicant*, or if there is an activity-record, that the activity-status permits the license process to continue, update the *applicant-information* with the *license-status* equal to “verified-activity-status”.

If there is a license record whose license-status does not permit the applicant to be issued a license, update the *applicant-information* with the *license-status* equal to “rejected-due” to activity-status.

A.2.9.2 Document Regulatory Board Approval

For each applicant, create a license-application-summary that contains the information required for Regulatory Board approval.

The information in the license-application-summary will include verified:

Credentials

Fees

Supporting Documents

Experience

Education

License-status

Activity-status

Exam scores

If the verified information is complete, the exam scores equal passing and board-approval is given, update the *application-status* to “board-approved-license”, and with an approval-date equal to current date.

If the verified application-information is not complete, or the exam scores equal failed and board-approval is not given, update the *application-status* to “board-rejected-license” and with a rejection-date equal to current date.

The following parts of the *license* data and other information must also be considered during the approval process:

Basic License Data,

License Modifiers,

License Address

Profession Specific Data

Supporting License ID,

Education History,

Experience History,

Continuing Education History,

Document History,

Contact History,

Other State License List.

Fee Exemption Indicator,

Expiry Date Extension

Note that not every *profession* uses all of these parts of the license data.

Each *Department* uses different statuses depending on their board's/profession's requirements.

A.2.9.3 Generate License Certificate

For each applicant that receives a license, issue a *license-certificate* and *wall-license* and do the following:

In the license-record, set the license-issue-date according to the policy of the Regulatory Board, and set the license-expiration-date to the expiration-date set by the Regulatory Board.

Update the license record with certificate-number

Create a *license* and / or *certificate*; include the following information from the *applicant* record:

Applicant-name

Applicant-address

From the license record:

License-issue-date

License-expiration-date

License-number

Rank (of applicable)

Create a wall license. Include on the wall-license, the same information as the *license / certificate*.

Provide a mailing label for each licensee addressed to the home *mailing address* of the *individual* or *organization*.

Check for PSD requirements that may be required to print on the *license / certificate*.

Create "Pocket Cards" (size 2 X 3 ½). We need the option of attaching the individual's image to this card. This pocket card must include the following information from the *applicant/licensee's* record: Name, File number/License number, license status, and expiration date. When applicable, the following must be included: modifiers (specialties, qualifiers and others), supporting license and PSD.

On all certificates/wall licenses, when applicable, the following must be included: modifiers (specialties, qualifiers and others), supporting license and PSD.

On mailing labels, when applicable, the following must be included: modifiers (specialties, qualifiers and others), supporting license and PSD.

A.2.9.4 Produce License-Directory

For each board that produces a *license-directory*, produce an extract of information for each licensee. The information is extracted from the *Licensees* data store, and includes:

Licensee-name

Licensee-address

Licensee-phone-number

Licensee-work-address

Licensee-work-phone-number

License-number

Licensee's status

Expiration date

Email address

Modifiers (specialties, qualifiers other modifiers)

Regulatory Boards can request copies of their license-directory as needed. Variations of the license-directory information contained can be produced and provided to commercial customers, upon request. A license-directory-fee is charged for license-directory information to commercial customers. Once the license-directory-fee is collected, the information can then be provided.

A.2.9.5 Maintain License Information

Each *licensee* with a license-status equal to “unconditional” is considered licensed in good standing with the State of Tennessee.

The following parts of the *license* data are displayed and/or modified:

Basic License Data,

License Modifiers,

License Address(s) *Allow for International addresses

License telephone number(s) *Provide at least 16 digits for International telephone numbers)

License email address(s)

Profession Specific Data

Supporting License Information,

Education History,

Experience History,

Continuing Education History,

Document History,

Contact History,

Other State License List

Fee Exemption Indicator,

Expiry Date Extension History

The following may only be viewed:

License History,

Letter History,

Certificate Log,
Licenses Supported,
Exam History,
Inspection History,
Final Disposition of Disciplinary Action

Note that not every profession uses all of these codes. Only those with which a profession is concerned show up as menu items in the program. Some professions choose to maintain some license parts (e.g. License Modifiers) only through applications; in this case, the "License Modifiers" become part of the "view only" data. Final disciplinary action and the reason for this action must be viewable contingent upon viewer's security level.

A.2.9.6 Upgrade Qualification / Specialty Status:

For each *applicant* who submits an *upgrade-application* that adds new *specialties* or *qualifications* to a valid license, and

For each Regulatory Board that keeps a history of changes to the specialties for an *applicant*, create a *specialty-history-record*, with the following information:

Applicant-name
File-number
Specialty-type
Application-date
(Revised) specialty-type
Specialty-revision-date

For each (upgrade) *application*, compare upgrade- payment with the required-fees for the application-transaction type.

Establish required-fee amount by matching the upgrade-fee to the corresponding upgrade-fee- amount on the profession's license-fee-schedule.

If application-payment is equal to the required-fee, update fee-payment as 'complete'.

If the fee-payment is less than the required-fee, notify the applicant of the required-fee amount and balance owed, and update fee-payment as 'pending'.

A.2.9.7 Record Conditional License Change

For each *licensee* with a *license* that changes to a (*conditional*) *license*, document the reason for the change. Valid conditional-license-reasons include:

Not Working
Administrative Review
Credential Review

Disciplinary Review

Update the *Licenses* data store with *the conditional-license status, and the conditional-license-reason*.

For each Regulatory Board that keeps a history of changes to the *license-status*, for a *licensee*, create a license-history-record, with the following information:

Applicant-name

File-number

License-change-type

License-change-date

A.2.9.8 Record Suspended License Information

For each *licensee* with a *license* that changes to a (*suspended*) *license*, document the reason for the change. Valid *suspended-license-types* include:

May be reinstated, certified:

Not Working

Administrative Review

Credential Review

Disciplinary Review

Failed to Review

May not be reinstated, not certified:

Voluntary

Administrative Suspension

Credential Suspension

Disciplinary Suspension

Update the *Licenses* data store with the suspended-license status, and the suspended-license-reason.

For each Regulatory Board that keeps a history of changes to the *license-status*, for a *licensee*, create a license-history-record, with the following information:

Applicant-name

File-number

License-change-type

License-change-date

A.2.9.9 Record Terminated License

For each *licensee* with a *license* that changes to a (*suspended*) *license*, document the reason for the change. Valid suspended-license-types include:

Terminated (must re-apply)

Voluntary Termination

Administrative Termination

Credential Termination

Disciplinary Termination

Terminated (may not re-apply)

Voluntary Termination

Administrative Termination

Credential Termination

Disciplinary Termination

Update the *Licenses* data store with the terminated-license status, and the terminated-license-reason.

For each Regulatory Board that keeps a history of changes to the *license-status*, for a *licensee*, create a license-history-record, with the following information:

Applicant-name

File-number

License-change-type

License-change-date

A.2.9.10 Record Deceased License Status

For each *licensee* with a *license* that changes to a (*deceased*) *license*, document the reason for the change.

Update the *Licenses* data store with the deceased-license status, and the deceased-license-reason.

For each Regulatory Board that keeps a history of changes to the *license-status*, for a *licensee*, create a license-history-record, with the following information:

Applicant-name

File-number

License-change-type

License-change-date

A.2.9.11 Record Revoked License Status

For each *licensee* with a *license* that changes to a (*revoked*) *license*, document the reason for the change.

Update the Licenses data store with the revoked-license status, and the revoked-license-reason.

For each Regulatory Board that keeps a history of changes to the license-status, for a licensee, create a license-history-record, with the following information:

Applicant-name

File-number

License-change-type

License-change-date

A.2.9.12 Display License Information

Information regarding each *licensee* is displayed on the Department's Web-site according to the State Portal Guidelines.

For Health Care Facilities and Health Care Board Facility, extract for display on the Department's Web-site the following information:

Facility Name

Facility Location Address

Phone Number

Administrator Name

Owner Name

Owner Address

Owner Phone Number

License Number

License Status

Date of Last Survey

Date of Last Inspection (Health Related Board Facilities)

Original Licensure Data

Licensure Expiration Date

Accreditation Expiration Date

Number of Beds

For Health Care facilities that had any change in their name, address, phone number, ownership information, administrator, extract for display each incident that a change took place on the Department web-site:

Current Information

License Number

Facility Name

Location Address

Phone Number

Owner Name

Owner Address

Owner Phone Number

Changed Information

Facility Name

Facility Address

Facility Phone Number

Administrator

Owner Name

Owner Address

Owner Phone Number

Date Change took Place

For each Health Care Professional, extract the following information for each Licensee:

Name

Address

Profession

Rank

License Number

License Status

Original Licensure Date

Licensure Expiration Date

For the Department of Education, Information regarding each *licensee* is displayed on the Department of Education Web-site according to the State Portal Guidelines.

School Districts are able to extract the following information for each Licensee:

Name

Date of Birth

Social Security Number

Education Level

Gender

License Number

Experience

Conferral Date

Date Added to File

Licenses and Endorsements

Career Ladder

Highly Qualified Status

The General Public is able to extract the following information for each Licensee”

Name

Licenses and Endorsements

Career Ladder

Highly Qualified Status

A.3 TRACK COMPLAINTS and CASES

Certain basic business requirements for the Department of Health and Commerce and Insurance for this function differ significantly. As a result there will be two alternatives of business processes where appropriate and a merging of processes where the business functionality is consistent between the two Departments.

A.3.1 Initiate/Add a Complaint

The System must be able to support two alternative processes, described below.

A.3.1.1 Initiate/Add a Complaint - Option 1

A.3.1.1.1 Initiate a Complaint

The investigative function begins with a *complaint* from a *complainant* regarding either a *licensee* or possibly an individual without a *license*. When a *complaint* is lodged, the individual against whom the complaint is lodged becomes the *respondent*. If the complaint qualifies for further review, the Bureau of Investigation assigns an *investigator* to case who collects the relevant information surrounding the *complaint*.

A.3.1.1.2 Add a Complaint

For each *individual* that alleges a *complaint*, do the following:

Assign an *individual-type* equal to “*complainant*” If there is more than one complainant for a single *complaint*; post the appropriate contact information for each complainant.

Record date-of-occurrence and date-of receipt

Record allegation-type and allegation-narrative

Post (complainant) name

Post (complainant) address, including County, if State is Tennessee

Post (complainant) phone numbers

Home phone number

Work phone number

Post geographic region

If the complainant has lodged previous complaints, display:

Complaint number

Respondent's name

Date of Receipt

Disposition

Record *respondent name*

Record *profession*

If a respondent name is not found in the *Respondents* data store, update the *complaint type* to *exception* and create an entry to the Respondent data store. Include at a minimum, *name*, *complaint number*, *allegation type* and *date of occurrence*.

If the *respondent* has had a *complaint* in the *Complaints* data store with the same *date-of-occurrence* and same *allegation-type*, compare the *complaints*. If the *complaints describe* the same incident, close the *complaint* and transfer *complainant* information to the *complaint* with the earliest date-of receipt. Otherwise,

Assign a unique *complaint number*

Record investigation-priority

Record *allegation-type*

Record *investigation-priority code*

Update the *complaint status* as “new”

Post the *complaint information* to the *Complaints data store*

Additional information from the investigation may involve adding *witness-information* to the case. Witness-information includes the:

Witness-name

Witness-address

Witness-phone numbers

Witness-type

Witness testimony narrative

Obtain from the *Licenses* data store, the following information for the *respondent*:

License number

License-Status

License-expiration-date

A.3.1.2 Initiate/Add a Complaint - Option 2

A.3.1.2.1 Initiate a Complaint

The complaint process must allow entry of complaint, status, complainant, respondent, allegations, complaint text, and other pertinent information. When the complaint has been entered, it may be tracked via activities performed by administrative and legal staff or investigators including any follow-up activities required. In addition to the complainants,

respondents, and investigators, any number of individuals related to the complaint may be tracked as involved parties such as witnesses, attorneys, employers, and others.

The new system must have the ability to enable the user updating the complaints at a clerk/administrative level to allow for more than one Complainant per Case. In other words, if multiple complaints concerning the same incident are entered against one Respondent, the system must allow for the addition of each new Complainant using the previously assigned Case Complaint Number. The system currently requires that each complaint be filed separately necessitating a new Case Complaint Number each time.

Also the system must allow multiple complaints against one Respondent. For example, there must be a way to access information on a Respondent and be able to see EVERY complaint against that particular Respondent on one screen/list/report.

There must be 2 to 3 layers in Enforcement reference the Complaint Number and/or Case Number. Final action/disposition on the case complaint must interface with the licensee file. Action must go from the Case Complaint to Complaint File.

When the legal staff enters a discipline in the case information fields, the system must send the discipline to the complaint information records so that the complaint would also reflect the disciplinary action. Likewise, the disciplinary information must be recorded in the license information records. Initiate complaint functions support entry of complaint information summary, type, class, incident date, form, and the security level. The system must allow tracking complaints by a responsible person, and it must support any number of special security classes on complaints such that only operators authorised for that security class may view/work such complaints or cases. This process tracks licensed or unlicensed respondents and any number of other licensed or unlicensed involved parties by user-defined types.

The Complaint system must automatically pull name, address and demographic data for licensed respondent, complainant or involved parties from the licensure database with seamless integration to the license search processes. The system must allow research of any licensed entity through a view-only interface to the licensure database directly from the enforcement system. The enforcement user must be able to designate of any number and type of allegations with the complaint and track complaints and cases by status and dispositions.

The enforcement system must allow note-taking capability for complaints and permit the user to write any form letters on demand to any of the above parties through a direct integration with Microsoft's Word 2000 or above at the user desktop with the functionality to send licensure letters. The system allows tracking of activities by the person or group responsible for follow up and must do follow up reporting by the activity due date. Enforcement functions automatically trigger generation of letters based on entry of each specific activity.

The complaint system user must be able to enter and track any number of violations ascertained as a result of hearings or orders, and enter and track any number of disciplines assessed against the respondent. The responsible party must be able to apply a discipline to the license in the form of a status change (probation, suspension, and revocation) immediately or be effective upon approval of initial application (optionally in the case of probation) through an interface with the licensure database. The system must monitor the discipline automatically in case the discipline applies for a specific period of time in days, weeks, or months and remove the discipline at the appropriate time, e.g. specific period suspensions. The system user will be able to enter any number of compliance requirements assessed against the licensee based on a final order or consent order, with compliance type, notes, and due date. The system must monitor the licensee's compliance status with each specific compliance order, and report on future expected or incomplete/overdue compliance orders.

Disciplines may affect license status immediately or after approval of an application (for an initial license). Disciplines must be monitored by the system with effective start and end dates (for probation, for example). Multiple compliance records may be entered with automated checks to see which compliance issues are due or past due and reported for follow-up with the licensee. Compliance types may be anything from blood tests, to course requirements, to payment of penalties.

In summary, upon the receipt of a complaint, a complaint system user will enter the complaint information into the database. The complaint system must then generate an acknowledgement letter, and the Board, through Postal, will send it to the complainant. The complaint system also produces a letter with a complaint summary that is sent to the respondent for a response within a specified time period. When the Board receives the respondent reply, it will enter the response into the system. The Board then will refer the complaint to Legal for review, possible investigation, and further action.

A.3.1.2.2 Add a Complaint

The Complaint information must include the following:

- Unique Complaint Number,
- Complaint Profession,
- Complaint Security Level,
- Complaint Source,
- Complaint Responsible Party,
- Complaint Board Consultant,
- Complaint Board Comments,
- Complaint Reference,
- Complaint Status,
- Complaint Status Effective Date,
- Complaint Status Changed By,
- Complaint Incident Date,
- Complaint Summary,
- Complaint Last Update,
- Complaint Last Update By,
- Complaint Date Received,
- Complaint Close Date, and
- License information if applicable

This function maintains complaint information and related records. The complaint itself is a formal allegation against a licensed or an unlicensed individual or organization. The user must be able to access the following processes from this function:

- Find Complaint
- View Complaint
- Change Complaint Information (Partial)
- Add Complainant(s)
- Change Complainant Information (Partial)
- Delete Complainant (Record made inactive only so can be retrieved by appropriate security level)
- View Allegation(s)
- Change Allegation(s)
- Delete Allegation (Record made inactive only so can be retrieved by appropriate security level)
- Add Attorney(s) whether State Attorneys or Legal Consultants
- Change Attorney(s)
- Delete Attorney(s) or Legal Consultant(s) (Record made inactive only so can be retrieved by appropriate security level)
- Add Activities

- Change Activities
- Delete Activities (Record made inactive only so can be retrieved by appropriate security level)
- Add Responsible Parties
- Change Responsible Parties
- Delete Responsible Parties (Record made inactive only so can be retrieved by appropriate security level)
- Add Involved Parties
- Change Involved Parties
- Delete Involved Parties (Record made inactive only so can be retrieved by appropriate security level)
- Add Investigations
- Change Investigations
- Delete Investigations (Record made inactive only so can be retrieved by appropriate security level)
- View Complainant Letter History
- Send Complainant Letter to One or More Complainants With Word Template
- Send Respondent Letter to One or More Respondents in Word Template
- Add Complainant Addresses
- Change Complainant Addresses
- Delete Complainant Addresses
- View Complainant Address History
- Add Respondent Addresses
- Change Respondent Addresses
- Delete Respondent Addresses
- View Respondent Address History
- Add Respondent DBAs
- Change Respondent DBAs
- Delete Respondent DBA

A.3.1.2.3 Add a complainant

For each *individual* that alleges a *complaint*, do the following:

Assign an *individual-type* equal to “*complainant*” If there is more than one complainant for a single complaint, post the appropriate contact information for each complainant.

- Assign Complainant Number
- Complainant License Number (if they are a licensee)
- Post (complainant) full name(s)
- Complainant Home Phone
- Complainant Work Phone
- Complainant Address(es)
- Complainant Facsimile Number
- Complainant Email Address
- Complainant Legal Business Name
- Complainant Doing Business As (DBA) Name

Complainant Last Updated

Complainant Last Updated By

Record date-of-occurrence or Range of Dates

Record date-of receipt/Incident Date or Range of Dates

Record Activity Date or Range of Dates

Record allegation-type and allegation-narrative

Post geographic region

If the complainant has lodged previous complaints, display:

Complaint number

Respondent's name

Date of Receipt

Disposition

Record respondent name

Record profession

If a respondent name is not found in the *Respondents* data store, update the complaint type to exception and create an entry to the Respondent data store. Include at a minimum, name, complaint number, allegation type and date of occurrence.

If a respondent's name IS found the system must accomplish a Finding Complaint database search with specific or general criteria. Specific criteria includes:

Complaint Number

Complaint Reference Name

Complainant Number

Complainant Last Name with Optional Complainant First Name

Complainant Legal Business Name

Complainant DBA Name

Complainant License Number

Respondent Number

Respondent Last Name with Optional Complainant First Name

Respondent Legal Business Name

Respondent DBA Name

Respondent License Number

Respondent SSN

Although the above list is for finding specific individuals or organizations, the search must respond with a list if more than one complaint exists for a complainant or respondent. Like all find or search functions, the find complaint function allows searching for names based on as few as two or more letters of the name. The find function must fill a grid or list from which a specific complaint may be selected. This list also allows a cross-Board recognition of the magnitude of the number and severity of complaints against a respondent or respondents.

General search criteria must include:
Profession
Complaint Status
Complaint Activity
Complaint Status Date or Range of Dates
Complaint Activity Date or Range of Dates
Complaint Incident Date or Range of Dates

The above list is for finding a general list of individuals or organizations, and the search results must return a listing if more than one complaint exists for a complainant or respondent. Once again, this allows a cross-Board recognition of the magnitude of the number and severity of complaints against a respondent or respondents.

The complainant information generally must include:

Complainant Number,
Complainant Name(s),
Complainant Address(es),
Complainant Last Updated,
Complainant Last Updated By,
Complainant Home Phone,
Complainant Fax Phone,
Complainant E-mail

If the *respondent* has had a *complaint* in the *Complaints* data store with the same date-of-occurrence and same allegation-type, compare the *complaints*. If the *complaints* describe the same incident, close the *complaint* and transfer *complainant* information to the *complaint* with the *earliest date-of receipt*. Otherwise accomplish the following:

Assign a unique complaint number
Record investigation-priority
Record allegation-type
Record investigation-priority code
Update the complaint status as "new"
Post the complaint information to the Complaints data store

A.3.1.3.1 Add a Respondent

For each *respondent* listed in the *complaint*, record the following information:

Update individual-code to "respondent"

Post (respondent) name

Post (respondent) SSN or FIN

If the respondent had previous complaints, display:

Complaint number

Complaint's name

Date of Receipt

Disposition

Based on name and SSN, obtain from the *Respondents* data store, the following information to verify:

(Respondent) address

(Respondent) doing-business-as name(s)

(Respondent) phone-numbers

(Respondent) e-mail address

Respondent Response,

Respondent Response Date,

Profession

Respondent Medicaid Information,

Respondent Notices.

Rank

Qualifications

Specialties

Obtain from the *Licenses* data store, the following information for the *respondent*:

License number

License-Status

License-expiration-date

A.3.1.3.2 Notify Respondent

For each complaint received by the Board for a specific respondent, create a Request for Response letter.

Based on Profession, obtain the respondent name, and mailing address.

For each complaint against a respondent, provide a letter specifying:

The name of the complainant,

The date of the complaint,

The allegations, including the date, location and time

Date the request for response was made

A due date to respond to the complaint

Directions for returning the response

Note: If the severity of the complaint requires immediate referral to the staff attorney, do not send the complaint information to the respondent.

A.3.1.3.3 Post Respondent Response

For each profession, for a given period of time, display, by respondent, the outstanding complaint request.

For a complaint response received, post date of receipt

For each respondent response that hasn't returned a response by response-due-date, include:

Respondent Name

Profession

Complaint Number

Date Response Request Sent

Response Due Date

A.3.1.4 Report Prioritized Complaints

Provide a list of complaints for a specific time period by priority code.

Display the investigative assignments, complaint status, and response due date.

A.3.1.5 Report New Complaints

From the investigator-assignment log, provide a list of *complaints*, for a specified time period, by *region*, sorted by *investigator*, include the:

Complaint number

Assigned-date

From the *Complaints* data store, display for a given complaint:

Respondent-name

License number

Profession

Investigation-priority

Complaint-type

Allegation

Complaint-status

A.3.2 Schedule Complaint Review

For each *complaint* requiring an initial-review, a Board Staff Representative, Board Consultant, and for a final-review an attorney from the Office of General Counsel must meet to review the complaint. Note: not every Complaint Review will require all three to review a complaint.

Each consultant, program staff member and attorney assigned to review the cases; provides a number of dates and times they are available to meet for a complaint review.

Based on the *profession*, select a consultant, board program staff member and in the case of a final review, an attorney, qualified to review the *complaint case*.

Select a review date and time that is consistent with the availability of the individuals. Notify the reviewers of the scheduled date and time and issue a confirmation letter to the Board Consultant prior to the review.

A.3.2.1 Document First Review

For each *complaint*, an initial complaint review is scheduled for a Board consultant and program staff to determine the disposition of the complaint.

Document the allegations and potential violation(s) contained in the complaint. Establish investigation priority.

Complete the Investigative checklist, identifying the documents required for the investigation and the items requested of the investigator to complete.

Record the consultant name, license number and the consultant-review-date,

Record the program staff member's name,

Update the board-staff-review-date.

Document any specific instructions by the Board-consultant that might be required.

Post the complaint-recommendation to the *complaints* data store: Valid recommendations include:

Closed (no violations)

Closed with letter-of-concern

Closed with letter-of-warning

Closed Pending Court or Out-of-State Actions

Investigation Required

Send to Office of General Counsel

Note: For cases in the Department of Commerce and Insurance the information listed above will not be added until after presentation to the respective Board, Commission, or Department Official.

A.3.2.2 Assign an Investigator

For each *complaint* requiring an investigation, found in the *Complaints* data store, assign an *investigator*.

Compare the respondent-name on the complaint to the respondent-name for each open complaint in the Complaints data store.

If a *respondent name* match is found, assign the *complaint* to the *investigator* assigned the complaint(s) lodged against the *respondent*.

If a certain investigation-priority or complaint-type is assigned to a specific group of investigators, match investigation-priority to eligible-investigator.

Otherwise, assign to the next available *investigator* in the geographic region of the *complaint*.

Assign an *investigator* to the *complaint-case* and update the complaint-status equal to “assigned”

Record the assigned-complaint-date

Transfer the *complaint* information to the (assigned) investigator

Update the investigator assignment log.

Complaint-number

Complaint-type

Investigation-priority

Assignment-date

Respondent name

Respondent-SSN

Respondent license number

Associate a *case-number* to the *investigation*, and update the *Cases* data store.

A.3.2.3 Audit Investigative Activity

For each investigator, display the open complaint /investigation by investigator and by region and include the following case tracking information:

Respondent Name

Profession

Investigative Status (open or close)

Complaint Number(s)

Investigator

Investigation Number

Complaint Open Date

Complaint Closed Date

Review Status (first review, second review, follow-up)

Complaint Priority

Total Number of Open Complaints by Profession

Total Number of Open Complaints by Region

Sort the case tracking information by either investigator, respondent, case priority, or review status.

Highlight all *complaints* that have exceeded their investigative-time-period.

Compute complaint close date by adding the max-investigations-days to complaint open date. Max investigation date is defined by the case priority assigned to the investigation.

Compare the current date to the complaint-closed date. If the complaint-closed date is less than the current date, highlight the investigation as exceeding the investigative time period.

A.3.2.4 Document Second Review

For each *complaint*, use the *complaint-number* to access and display the complainant name and respondent name from the *Complaints* data store. Retrieve companion cases from the Complaints data store that are associated with the *respondent*.

For the second review, document the following items:

Record the complaint findings, date of findings recommendation, and specify type and acceptable terms and conditions.

Record after-investigation-action-items:

Either further investigation, with appropriate level of priority, or Closure, specify the specific reason, and if a letter of concern or a letter of warning is to be issued to the respondent, and

Specify for the Office of General Counsel the following actions:

Formal disciplinary action instructions, or

Other expert-opinion and provide name of investigative-expert

If required, update the licensee's file with the appropriate complaint-disposition-code.

If the investigation required an Alternative Dispute Resolution (ADR) the complaint was updated with an ADR code, as the necessary action documented. Then Post the complaint-recommendation to Complaints data store: Valid complaint recommendations include:

Closed (no violations)

Closed with letter-of-concern

Closed with letter-of-warning

Closed pending court action or Out-of-State Actions

Return due to incomplete file

Further investigation

Closed: to Office of General Counsel

Closed: to ADR

If further investigation is required, identify the investigative activities required and notify the *investigator* assigned to the case of expected completion date and any specific comments or instructions to complete the investigation.

A.3.2.5 Post Disposition

For each complaint with an investigative status equal to closed, post the recommended action, and the specified action. Add disposition date, and if required, disposition summary, disposition code, and disposition decider.

Either recommend further investigation and if required, record date referred to investigations, or

Close case, (dismissed by Board) with specified reasons, or

Closure with Letter of Concern, or

Closure with Letter of Warning, or

Closure with Letter of Instruction, or

Closure with Letter of Caution

Office of General Counsel Actions:

Formal Disciplinary Action and Instructions, or

Update Case Resolution or

Post Alternative Dispute Resolution (ADR) disposition

A.3.3 Create a Case

This section of the Investigation / Enforcement document identifies and describes the business processes relating to complaints that warrant litigation. A case is a continuation of a complaint when legal action is required. The case contains the basic information related to processing the case. Most of the reference material is already recorded in the Complaint and Respondent data stores. A case that is a public case will be specifically marked as 'public' with a case type equal to "public case". Only certain fields of a public case maybe viewed. Otherwise, the case is a "private case" and no public access is allowed. Staff members may view the case information if their security level permits such access.

The *findings* are the result of an inquiry into a complaint,

An *allegation* is a statement concerning what in a case must be proven,

An *investigation* is a systematic inquiry into a complaint,

A *disposition* is the final arrangement of a complaint or a case,

An *appeal* is a request by the respondent for a review of the complaint or case with the hope of overturning the disposition,

A *violation* is the failure to conform to a regulation,

Discipline is a form of punishment associated with a case for a respondent,

Compliance is the fulfillment of the official requirements related to a discipline for a case by the respondent.

A.3.3.1 Create a Complaint Related Case

Each *complaint* or series of complaints that are submitted to the Office of General Counsel is reviewed by an Attorney supervisor. When appropriate, separate *complaints* relating to an individual Respondent are consolidated to form a single Case.

For each new Case, enter the Complaint Number (or Complaint Numbers) for each Complaint that will be associated with the Case.

Record the date the Case was established.

A Unique Case Number is automatically generated and assigned to the Case.

The case is classified as either a public case or a private case and recorded as case type.

The Bureau of Investigations is notified of the Case Number(s) assigned to each Complaint.

A.3.3.2 Assign Attorney

For each case, assign an attorney from a display of available attorneys. Display will allow Attorney Supervisor to assess the work load of attorneys, and identify possible association of existing cases which might relate to the case to be assigned. Based on the information presented, the Attorney Supervisor assigns each case.

Note: For the Department of Commerce and Insurance, assignment is made to correspond to the attorney's assigned program or board.

A.3.3.3 Display Attorney Assignments

For each Attorney display all open cases by Attorney and include

Case-number

Case Status

Respondent-name

Complainant-name(s)

Allegation

Board

Profession

Priority

Complexity

Date-case-assigned

A.3.3.4 Report New Cases

For each case with one or more complaints associated with it with a case-status equal to active, report new attorney activities, for a given time period, by profession, sorted by attorney; include the:

Case- number

Assigned-date

From the *Complaints* data store, display for a given complaint:

Respondent-name

Respondent License number

Profession

Complaint-type

Investigation-Results

Allegation(s)

A.3.3.5 Track Case Activities

Design Note: provide an on-line activity sheet that provides the attorney or their designated assistant a place to report Attorney activity information to the Attorney Supervisor to monitor the litigation activity. Organize activity sheet to reflect the consultant's instructions.

For each Attorney assigned to a case, record the activities reported by the attorney relevant to the Respondent. Attorney activities may be updated by paralegals based on assigned security roles defined by Attorney supervisor.

A.3.3.6 Display Case Information

For each case,

Display the Attorney name,

Display recorded activities associated with the case,

Respondent-name

Case Reference Number Respondent License number

Profession

Case-Number

Last Recorded Activity Status

Status Date

Alleged Violation(s)

Disposition Code

Docket Number

Proposed disciplinary actions,

Violations found

Disciplinary action assessed

A.3.3.7 Record Case Activity Prior to Board Action

Informal Notice-of-Complaint

Formal Notice of Charges (NOC)

Alleged violations

Recommended disciplinary actions

Indicate if Respondent is in-state or out-of-state

NOC Amended

Description of amendments

Returned to Bureau of Investigations for follow-up investigations

Date returned

Description of information requested

Date information is returned from Bureau of Investigations

Sent to Expert for expert opinion

Assigned to different attorney

Name of new attorney

Date of assignment

Reason for new assignment

Sent to Screening Panel

Date sent to screening panel

Date received back from Screening Panel

Written Agree Order sent to Respondent (yes / no)

If yes, sent date

Signed Order received from Respondent (yes / no)

If yes, date received

Pre-hearing motion filed

Type of Motion

Date filed

Party filing motion (State / Respondent)

Motion opposed yes/no

Oral argument yes/no

Prevailing party

Date of decision

Disciplinary hearing set

Date of hearing

Disciplinary hearing continued

Date of continuance

Disciplinary Hearing Summary

Begin date

End date

Duration of hearing (days / hours)

Respondent represented by attorney yes/no

Presentation of case

Contested

Default

Agreed Order

Letter of Reprimand

A.3.3.8 Record Results of Board Action

For each case with a case-status equal to “closed”, post the following information,

Date Initial Order delivered (presented) to Board Chair

Date Signed Order Received from Board Chair

Effective Date of Order

For each *respondent* with a complaint disposition code equal to “on going”, add the following information:

Board name

Profession

Respondent name

Respondent address

Respondent's license number

Date of disciplinary action

Add the violations found by the Board:

Violation Type

Violation Reference Number

Violation Effective Date

Violation Expiry Date

Violation Incident Date

Note: If the violation expiry date is not present, then the violation is in effect indefinitely. The violation incident date must fall between the violation effective date and the violation expiry date.

Gross Malpractice (describe)

Repeated Malpractice (describe)

Unprofessional Conduct (describe)

Inappropriate Prescribing (describe)

Inappropriate Sexual Relationship (describe)

Out-of-State Disciplinary Action (describe)

Personal Drug Use (describe)

Violation of Criminal Statute (describe)

Other Statutory Violation (describe)

Other Regulatory Violations (describe)

Add the disciplinary action ordered by the Board decision:

Discipline Number

Discipline Order Signed Date

Discipline Order Signed By

Discipline Status

Letter of Reprimand Comment

License Limited / Restricted

From date

To date

Comment

License revoked

From date

Comment

Voluntary Surrender

Comment

Summary Suspension

From date

Comment

Suspension

From date

To date (Note: time frame for suspension maybe indefinite.)

Comment

Probation

From date

To date

Comment

Civil Penalty

Amount

Due date

Case Cost amount

From date

Due date

Reprimand

Comment

Order to Surrender DEA

Date to surrender

Mandatory Continuing Education (Note: need to make provisions for multiple years of Continuing Education)

Number of hours

Type

Date to complete

Comment

Mandatory Participation in Rehabilitation

From date

To date

Other Mandatory Conditions

A.3.3.9 Record Case Activity After Initial Board Action

For each case select the appropriate action(s) and record the required information:

Reconsideration yes/no

If yes: document issue presented and case status

Stay granted yes/no

If yes: date stay granted and description of justification

Appeal

Chancery Court

Stay granted yes/no

If yes: record date granted and description of justification

Remand yes/no

If yes: grounds for remand

Hearing required yes/no

If yes: record issued presented and case status

Appellate Court

Stay granted yes/no

If yes: record date granted and description of justification

Remand yes/no

If yes: grounds for remand

Hearing required yes/no

If yes: record issued presented and case status

Tennessee Supreme Court

Stay granted yes/no

If yes: record date granted and description of justification

Remand yes/no

If yes: grounds for remand

Hearing required yes/no

If yes: record issued presented and case status

U.S. Supreme Court

Stay granted yes/no

If yes: record date granted and description of justification

Remand yes/no

If yes: grounds for remand

Hearing required yes/no

If yes: record issued presented and case status

Order of Modification

Relief requested yes/no

Case status

Outcome description

Provide a tickler notice to attorney and supervising attorney for next Attorney-Action, include a date if a due-date is know.

A.3.3.10 Document Appeal Activities

For each case, that is appealed, use the case-number to access and display the complainant name by respondent name. Retrieve companion cases that are associated with the respondent.

Add appeal date, appeal summary, appeal decision date and appeal decider and closing comments.

For Case Activity after initial Board Action on Licensure, post the following appeal information:

Reconsideration (yes / or)

Appeal type

Chancery Court

Appellate Court

TN Supreme Court

US Supreme Court

Order Modification

For each case that is reconsidered, document the following:

Issue presented

Case Status

Stay Granted Status (yes / no)

Justification Narrative

For each level of appeal, capture the following information:

Stay Granted Status (yes / no)

If yes, Date granted and justification narrative

Remand Status (yes / no)

If yes, Grounds for Remand and

Hearing Status (yes / no)

If yes, list issues presented and Case Status

Set the re-activation date to the date the appeal notice was received, change Case Closed status to Appeal, document the nature of the appeal. and:

Specify the Attorney selected to litigate the appeal, and track Attorney Activities, consistent with A.3.3.5.

Update the licensee's file with the appropriate case disposition- disposition-code.

A.3.3.11 Document Order of Modification and Order of Compliance

For each Order of Modification, capture the following information:

Order of Modification Request Date

Provision Respondent wants Modified

Case Number

Respondent

Case Number

Hearing Date

Administrative Decision yes/no

Close Date (if Administrative Decision is equal to no)

Final Disposition

Disposition Effective Date

For each Order of Compliance, capture the following information:

Order of Compliance Request Date

Case Number

Respondent

Case Number

Hearing Date

Administrative Decision yes/no

If yes, include the Compliance Effective Date

If no, reason for denial

Disposition Effective Date

A.3.4 Identify-Case-Costs

For each case that is successfully litigated, the cost of investigation time and attorney time for litigation can be recouped. In addition to time, the attorney and investigators can capture and display costs associated to materials.

For each *complaint* that is assigned to an investigator, and each *Case* that is assigned to an attorney, track the investigative time and litigation related time charged and actual complaint-case expenses.

Compute the cost of the investigator / attorney /related hours spent on the case:

From the investigator's time sheet post the number of hours reported for each complaint, by complaint number. Multiply the investigative and attorney hours by the investigative fee amount.

Update the case-cost tracking data store with the investigative and attorney fee for each case.

Compute the investigative / case expenses for each item or service related to a specific complaint.

For each invoice for a complaint-related document or activity involving a investigation and case expense, post to the Case Costs data store the actual investigation / case expenses of the expense item. Include the name of the document and the entity providing the document or service, invoiced number, invoice date and dollar amount.

When an investigator uses his or her own vehicle mileage is allowed, multiply the actual miles by the mileage-fee-amount and post to the case-number in the Case-cost data store.

Provide a summary of case-costs for each case providing total investigative and attorney hourly costs by and itemized case expenses for each case. Include the:

Profession

Case number

Respondent name

Respondents license number

Region

Investigator(s)

Attorney(s)

Total hours expended

Total cost for investigative hours

Total Attorney hours

Itemized cost of related goods and services

Total case cost

Payment schedule

A.3.5 Track Respondent's Compliance Terms and Payments

A.3.5.1 Track Compliance Terms

For each *case* that has a *Respondent* responsible for either penalty and / or case cost payments, track the prescribed payment scheduled of the respondent by:

Identify the payment-type

Investigative -Costs

Civil Penalties

Case Costs

Post payment terms (optional)

Duration

Payment Amount

Post Payments

From the Fee data store, extract all fees that are either civil penalties, or case-costs, and post them to the Compliance record from the Respondent making payment.

Identify and track non-financial Compliance-Terms:

Continuing Education,

Peer Programs

Post the following information for each non-financial compliance term:

Due date,

Completion date, and

Notes.

If the *respondent* does not submit payment amount by max-due date, notify the respondent and update the respondent's compliance-status as payment over due.

For each Case that has a *respondent* with any final disposition and with a case status equal to "closed", display compliance requirements, as required.

When a case is successfully litigated, post the final disposition record by Respondent, the penalty, fines, and other corrective action levied by the Board.

Update case status to

Closed with a specific disposition

Closed appeal overturned

Closed with appeal upheld

A.3.5.2 Track Respondent's Payments

The purpose of this process is to manage the payment of penalties resulting from complaint compliance or discipline actions. There are currently two methods for receiving money for the payment of penalties:

Receiving and controlling money that is only related to the payment of penalties

Receiving and controlling money for the payment of penalties along with that for the payment of fees

In the first method, the funds may be accrued as an unassigned payment if information identifying the individual is missing, otherwise the payment may be recorded directly against the penalty.

In the second method, money is received and entered in a batch. When the batch is distributed, money for penalties is deposited in the unassigned payment file for the enforcement client. Payment of penalties from the unassigned payment file is the same for either method.

Compute the next payment date by adding in the payment-interval to the current payment date.

The person who records the payment of penalties must have the security level at least that of the case or complaint for which the penalty is being paid. Before a penalty can be paid, the penalty must already exist in the system. A penalty can be paid in full or in installments. The complaint system licensed or unlicensed account must have its own payment history and unassigned payment file. If the payment is credited directly to the board profession account, an indicator will reflect this in the licensed or unlicensed payment file. If the payment is credited as unassigned, then an indicator will also reflect this in the licensed or unlicensed payment file. This file record must show a validation number, validation date, validation by whom, and a deposit date. As the payment is entered, the same amount is displayed in the unapplied balance. This is a visual aid to show how much is left to apply. The sum of this and the amount applied must always total the payment amount.

If the payment is recorded but is not or cannot be applied to a penalty, then the amount is applied to unassigned payments. Unassigned payments may be used later to pay penalty for the licensed or unlicensed respondents.

A.3.5.2.1 Record Payment of Penalties

Record Payment of Penalties must be different than Record Penalties, and the latter must be used to enter the penalty amount, and the former must be used when actual respondent payments are entered. The fine information must also be recorded in respondent's history and includes:

For each penalty payment post the following information:

- Complaint number,
- Complaint status,
- Source,
- Status date,
- Reference name,
- Security level,
- Incident date,
- Profession,
- Respondent number,
- Respondent SSN,
- Respondent date of birth,
- Respondent name,
- Respondent file number,
- Respondent entered by security level,
- Case number,
- Case status,
- Case reference name,
- Case status date,
- Case classification,
- Case entered by security level,
- Penalty number,
- Penalty entered by,
- Penalty description,
- Inspection regulation,
- Fee use code,
- Penalty amount,
- Payment due date,
- Amount paid, and
- Last payment date

A.3.5.2.2 Distribute Payments

Distribute Payments applies the payment entered to the selected respondent. This would automatically create a payment history file, and if there are insufficient funds to completely pay the penalty, the system must show this. If there is more than the amount required, then the excess may be distributed to another penalty or else put in unassigned payments. The system must generate an unassigned number to the respondent's file.

A.3.5.2.3 Display Payments

For each Respondent, display payment summary and detail information by accessing the check or penalty data. The penalty information includes:

- Penalty Number,
- Name,
- Address,
- City,
- State,
- Zip,
- County,
- Phone,
- SSN,
- Date of Birth, and
- License Number.

View Payment Summary presents a list of payments against the penalties and allows selection of one for viewing check or payment details.

Payment detail must display the details of a single payment by Deposit Number, Deposit Date, and Validation Number and include:

- Payment Number,
- Process Date,
- Agency Source Code,
- Revenue Source Code,
- Fee Use Code,
- Batch Number,
- Validation Number,
- Deposit Number,
- Process Sequence,
- Cancelled,

Bad Check,
Override Information,
Override By Whom,
Payment Source,
Fee Type,
Units, Unit Code,
Rate Type,
Deposit Date,
Fee Amount,
Payment Amount,
Payment Code,
Transfer Class,
Trans Number,
Penalty Number,
User ID Who Entered, and
Last Change Date.

A.3.5.2.4 Record Refund

The Record Refund function allows the user to refund money from Unassigned Payments or select a specific payment or check file to apply the refund toward.

The information in Record Refund include:

Penalty Information,
Unassigned Payment number,
Payment Date,
Deposit Number,
Deposit Date,
Payment Source,
Remaining Balance after Refund,
Validation Number,
Unassigned Code,

Batch Number,
Status Change Date,
Status Changed By,
Transfer Class,
Transaction Number
Last Change Date.

A.3.5.2.5 Transfer Payment by Profession.

The Transfer Payment by Profession function allows the user to transfer unassigned payments to the profession. When this function is chosen, the user must be allowed to select an unassigned payment, and view the following information:

Unassigned Number,
Payment Date,
Deposit Number,
Payment Source,
Deposit Date,
Remaining Penalty Account Balance,
Validation Number,
Unassigned Code,
Batch Number,
Change Status Date,
Transaction Class,
User ID Making Transfer,
Transaction Number,
Last Change Date,
Destination Profession.

A.3.6 Report Compliance Activity

For each *Respondent*, report by *Profession*, for as given reporting period, display payments.

For each *Respondent*, report by *Profession*, for a given reporting period, display compliances that are overdue.

For each *Respondent*, report by *Profession*, for a given reporting period, display compliances that are due.

Notify the complainants of the case-results.

A.4 Financial

A.4.1 Record Cash Office Payments

A.4.1.1 Post Fee Information

For each application or non application payment that is either mailed to the central office or paid in person, validate the fee payment with a unique *validation number* on the *license application* and *fee* payment.

Apply the *fee* payment to the *licensee*.

Post the following information to the licensee data store:

Name,

Profession,

File number / Social Security Number

Validation number

Payment Type

Regular Payment

Payment from unassigned

Bad check

Cancelled payment Application Type

Payment amount

Regulatory amount

Board amount

Fee status equal to paid

Deposit date (current date)

Cash Deposit number

Payment Source

Cash Office

Remittance Processing

Fee Payment Name

For new *licenses*, this information may be the initial information to begin application process. The *name*, *SSN*, and *profession* are posted to the applicant. The payment amount, validation number, deposit number, and deposit date is posted.

A.4.1.2 Cash Batch Entry

System must allow the user to enter *fee* payments for all professions in the same batch while remaining in one profession.

A.4.1.3 Validate Fee Payment

For the specific *profession* and application type, verify that the fee payment equals the fee amount.

If the *fee* payment matches fee amount or is greater than fee amount, update fee status to 'paid'.

If the *fee* payment differs with the fee amount, accept the fee payment, note on the application the under payment amount, and update fee status to 'balance due'

A.4.1.4 Changes to Payments

The System Administrator or designated users should be the only user that can either cancel or add payments to an approved transaction. The canceling and adding of payments should be controlled as permissions for each user with a default of "no".

A.4.1.5 Report Daily Transactions

For each profession, report by user-defined begin-date and end- date, and fee status equal to "paid", the daily fee transactions posted to the license fee data store, the following information:

Profession

Licensee name

Validation number

Deposit number

Deposit date

Fees paid

Regulatory amount

Board amount

Total amount

Total fees paid, by profession

Total division fees

Payment Source

Fee Payment Name

Cash Office

Remittance Processing

A.4.1.6 Post Unassigned Fees

For each *application* where an exception occurred, such as a file number, SSN or the name wasn't legible, clear, or missing, the following information will be posted to a suspense file, by profession for remediation by the Board.

Payer's name

Profession

Application Type

Payment amount

Fee status equal to pending

Validation number

Payment amount

Deposit date

Payment Date

Cash Deposit number

Either SSN or File number

Unassigned Payment Codes

Payment Source

Cash Office

Remittance Processing

Portal Fees

Unassigned Status

Unassigned (OK to use)

Refunded

Bad check

– Cleared

Deleted

A.4.1.7 Report on Unassigned Payments

For each application *fee* that can not be posted to a *licensee*, report by *profession*, with a user-defined *begin date and end date*, and the *fee status* equal to “pending”, the daily fee transactions are posted with the following information:

Licensee name

Profession

Validation number

Deposit number

Deposit date

Fees paid

Regulatory amount

Board amount

Total amount

Total Fees for:

Suspense fees by profession

Suspense division fees

A.4.1.8 Validate Daily Deposit

Validate the daily deposit slip to the actual payment amount.

The number of items on the deposit slip must equal the number of checks, money orders or cash deposits.

The total deposit amount must equal the collected fee amount.

If either of these conditions are not met, a recount of the collected fees must be made until the discrepancy is rectified and the fee payment is corrected in the Payment data store.

A.4.1.9 Create Bank Deposit Slip

For each day's deposit, provide the following information:

Deposit date

Agency control number

Deposit slip number

Agency name

Agency address

Amount of cash for deposit

Amount of checks for deposit

Transaction code

Department

Division

Revenue source

Agency source

Fee amount

Board amount (agency source 001)

Regulatory fee amount (agency source 017)

Non RBS Fees (i.e. HMO Inspections)

A.4.2 Post On-line Renewal Fees

Information related to on-line renewals is captured in the RBS system. In addition, credit card payment information is captured on NIC a file that interfaces with the RBS application.

A.4.2.1 Verify Credit Card Payments

For each on-line license fee collected, do the following:

Take the daily NIC credit card file that interfaces with the RBS system and post the fee amount to the fee data store related to the individual submitting the license fee.

Verify the license fee payment is equal to the licensing fee and update the fee payment status to "paid".

For each fee payment that is less than the required license fee amount:

Report the license fee due amount to the individual submitting the license fee.

Apply the available license fee.

Create a form letter that notifies the individual of the fee shortage.

A.4.2.2 Verify Credit Card Clearinghouse Payment

The payment information on the NIC file must be verified against the credit card clearinghouse file and the RBS renewal payments.

Compare the NIC information to the Clearinghouse information to the RBS information.

Verify the individual's NIC credit card payment amount with the credit-card amount submitted by the credit card clearinghouse.

For each payment that does not match, create an exception report that includes applicant name, profession, deposit date, credit card amount, clearing house amount, and validation number.

Verify by individual, NIC on-line fee payment to the fee payment found on the Fee data store.

If the fee payment does not equal to the on-line payment, create an exception report that includes applicant name, profession, deposit date, credit card amount, clearing house amount, and validation number.

A.4.2.3 Create a Cash Receipt Report

Create a cash receipt payment report for all license fees collected on-line, by profession, include:

Report begin date

Report end date

Licensee name

Validation number

Deposit number

Fee amount

A.4.3 Post Renewal Fees Paid at Revenue

For each department, agency source codes are used to group fees. Record the agency source codes and a description of the agency source codes. We need the ability to create, add, change, and delete agency source codes (must have at least 3 digits). We need the ability to attach the agency source codes to multiple revenue source codes that link to the Statewide Accounting and Reporting System (STARS) account code.

For each department, revenue source codes (the revenue source codes may be attached to multiple agency source codes) classify the fees collected within the department, then link them to the appropriate Statewide Accounting and Reporting System (STARS) account code. Provide the following information for the department:

Payment date

Payment Source

Cash Office

Remittance Processing

Portal Fees

Agency source code (This must not be a required field. This field must be at least three digits in length)

Release Date

The date a transaction is released for completing the final process (for example producing a certificate) provided that all checklist items are satisfied. It is the RP process date plus the RP delay days from the profession.

RP Process Date – The date payments were last made against a transaction. This is set by the system.

For each *licensee* who must renew his or her *license*, the board provides notification that is sent to his or her current-address. The renewal notices include a scan line that provides the following fee payment information.

Department code
Division code
STARS account code
Cost center
File Number
Profession code
(Application) Transaction number
Fee amount
Revenue source code
Check digit

For each renewal fee payment received at the Department of Revenue,

A.4.4 Report Cash Exceptions Payment Problem Report Codes

Bad Check
Cancelled Payment

A.4.4.1 Record Bad Checks

For each bad check that is returned to the Cash Office, for the licensee and his or her profession, obtain the following information:

Licensee name
Profession
License number / File number / SSN
Validation number
Deposit slip number

Deposit date Update the fee status as "unpaid"

Update the Payment rejection reason to "bad check".

Add alerts to the Activity Status when there is a bad check, or disciplinary action.

A.4.4.2 Create Bad Check Report

For each profession, report to the Board with the following information, and produce a form letter instructing the licensee to remit the amount due, and the consequences and time frame, if payment is not received by that date.

Licensee name

Current Address

Profession

License number / File number / SSN

Validation number

For each license application that has a payment rejection reason equal to bad check and has exceeded the max-payment-date, notify the Board that non-payment payment date for revocation have been met.

A.4.4.3 Create Refund Report

Each board-specified reporting period, create a report showing each fee over-payment that exceeds the fee amount by min-over age-amount, issue a refund. For each over-payment is excess of max-payment-amount, approval of the program director is required.

For each fee over-payment that is less than min-overage-amount, a written request from the licensee is required.

For each over-payment refund, the issue date must be greater than min-refund-date for the check to have cleared the bank.

Include the following information:

Profession

Allotment code

Agency source code

Licensee name

Licensee address

Amount of Refund

Refund Reason

Deposit date

Deposit Number

Validation number

Verify that agency source code is equal to 001 for non-state regulatory fees, and 017 for state regulatory fees.

State regulatory fees may only be refunded in cases of duplicate payments or when specified by law.

Certify the licensee owes no other monies to the department, and initial the refund approval.

A.4.4.4 Report Late Payments

During the renewal process the *renewal date* is compared to *current date*. If the *current date* is found to be greater than the *renewal date*, a *late fee* is assessed. The *late-fee* amount is added to the *renewal fee* amount, and the *licensee* is notified of the balance due on his or her *renewal fee*.

However, if the *current date* is greater than the *renewal date* by the number of days in the *grace period*, the licensee is denied the ability to renew, and is notified that a *re-instatement application* will be required.

For each Licensee that his or her grace period has expired, create a report by profession in date sequence from oldest past due renewal date to the newest past due renewal date, and include:

Profession

License Due Date

Licensee

Licensee Address

Re-Instatement Fee Amount

For each licensee that is late in his or her payment, create a report by profession in date sequence from oldest past due renewal date to the newest past due renewal date, and include:

Profession

License Due Date

Licensee

Licensee Address

Licensee E-mail Address

Fee Amount

Late Fee + Renewal Fee

A.5. Health Care Consumer's Right to Know

The Profile information collected and publicly displayed for health care professionals is required as a result of Consumer Right to Know legislation that mandates the licensee to provide information related to their professional status. This information is collected through a survey at the time of licensing.

The majority of the information is unique to the Consumer's Right to Know profile, and is not independently verified for the licensing process. Whereas the Licensing Board verifies the information collected for the license application.

Currently the Consumer's Right to Know Profile is a stand-alone application whose data is separate from the current RBS application. The objective of the Replacement RBS application is

to incorporate the Profile function and information into the RBS application, and eliminate or reduce the amount of redundant data.

A.5.1 Post Profile Information

For each Health Care professional establishing a Profile, search the Applicant data store for the applicant name and SSN, then display the following information:

Applicant name

Applicant mailing address

Primary Practice mailing address

Profession

SSN

Phone number

License Number

Post the following information from the practitioner's replies to the Profile Questionnaire to the profile data store:

Practitioner Information:

Languages Spoken (other than English)

Supervising Physician(s) (if required)

Name

Address

Education and Training:

Program

Institution

City, State, Country

Date of Graduation

Type of Degree

Program

Specialty

City, State, Country

From date

To date

Facility Appointments:

Responsibility for Graduate medical education (yes / no)

Hold faculty appointment (yes / no)

If yes, include:

Title

Institution

City / State

Staff Privileges:

Hold staff privileges (yes / no)

If yes, include:

Hospital name

City / State

TennCare Participation:

Participate in TennCare (yes / no)

If yes, include:

Name of TennCare Plan

Specialty Board Certifications:

Hold certification, specialty or subspecialty from a specialty board (yes / no)

If yes, include:

Certifying Body / Board Institution

Name of Certification, Specialty, or Subspecialty

Final Disciplinary Action:

Final Disciplinary action within the past 10 years (yes / no)

If yes, include:

Agency name

Date

Description of Violation

Description of Action

If yes, is this final disciplinary action under appeal (yes / no)

If yes, include:

Provide copy of Notice of Appeal

Hospital privileges revoked in past 10 years? (yes / no)

If yes, include:

Hospital Name

Date

Description of Violation

Description of Action

If yes, is this final disciplinary action under appeal (yes / no)

If yes, include:

Provide copy of Notice of Appeal

Criminal Offenses:

Guilty within the past 10 years (yes / no)

If yes, include:

Description of offense

Date

Jurisdiction

If yes, is this conviction under appeal (yes / no)

If yes, include:

Provide copy of Notice of Appeal

Liability Claims:

Malpractice court judgment / arbitration award settlement since 1998?

If yes, include:

Entry date of disposition order / settlement award amount

Optional Information:

Authored publications? (yes / no)

If yes, include:

Title

Publication

Date

Awarded Professional or Community Service honor? (yes or no)

If yes, include:

Award / Honor

Organization

A.5.2 Update Profile Information

The licensee is required to update their Profile information within 30 days of the change. For each change or addition to the Profile information, update the Profile data store.

Valid information to change includes:

Name

Mailing Address

Primary Practice Address

Telephone number

Additional information can include:

Practitioner Information:

Languages

Supervising Physician

License number

Program and Specialty areas

Facility appointment

Staff privilege

TennCare participation

Specialty Board Certifications

Criminal Offenses

Liability Claims

Optional Information

For each final disciplinary action whose date is equal to or greater than disciplinary age limit, delete from the Profile data store.

A.5.3 Report Profile Information

The information designated as Profile information is to be made available to the public, via the Department's Web-Site and the automated telephone inquiry system.

Report the number of Licensees listed on the Profile page of the Web Site. Include the following information and the flexibility to sort the list by each data element.

Profession

Region

City name

Licensee name

Licensure date

Each profile must be accessible by searching on name, facilities, addresses, and counties.

A.6 Notes Feature

A.6.1 Storage of all Notes

The system must have the ability to store all kinds of notes (follow-up, address, contact, correspondence, etc.) in one place. The Note feature must have labels to store specific information pertaining to licensee and easily retrievable. A follow-up date must be automated to allow the user to set an alarm/alert as an automatic tickler function. This Note feature must adhere to the role based security function enabling only the appropriately cleared personnel to view notes at any given time.

Attachment B

Data Requirements

B. Data Requirements

B.1 Introduction

The data requirements stated in this attachment reflect data entities and attributes that will support the business requirements of the MARS system.

The data requirements are presented in two forms; a list of entities, and their associated attributes, and a list of the business rules that support the data requirements. The data requirements for Health, Commerce & Insurance, Financial Institutions, and Education can be viewed graphically in the Business Data Model that is attached as Appendix A of this document.

Attachment B reflects a comprehensive set of data requirements employed by the majority of professions, however within professions there may be additional data entities, attributes and related business rules that will be required to complete the data requirements.

The MARS data requirements were identified, defined and modeled with a Business Data Model. The vendor's Physical Data Model and the physical characteristics of the data shall conform to the current State Standards.

B.2 Data requirements mentioned in other places.

The following are requirements that are included elsewhere in the requirements. This list is not complete; there may be other such requirements.

- In the base contract:
- In the Business Requirements:
- in the Conversion Requirements

B.3 Data requirements as defined by Objects:

Entity name	Attribute Name
Activity Status	activity status code
	activity status description
Allegation	complaint number
	allegation text
	allegation occurrence date
	allegation type
Application	license key
	transaction number
	transaction date
	request date
	receive date
	application status
	application fee
	verification criteria
	experience status
	criteria status
	payment status
	education status
	activity status
	supporting document status
	waiver experience decision

Entity name	Attribute Name
Application Activity	application activity code application activity description
Application Transaction	application transaction code application transaction description
Applied Payment	amount applied
Appointment	graduate medical education indicator faculty appointment indicator faculty appointment title faculty appointment institution faculty appointment city faculty appointment state faculty appointment country
Associated Document	profession code board code division number department number application transaction code application activity code associated document key associated document name associated document description
Associated Requirement	profession code board code division number application transaction code department number application activity code associated requirement key associated requirement name associated requirement description
Authored Publication	title publication name publication date
Background Check	background check status background check approved background check date background check company license key contact person name contact person position checking person name FBI check Fingerprints received date TBI check date, local police check date NCIS check date.
Bed Count	bed type bed count
Bond	bond number bond type

Entity name**Attribute Name**

Case

bond issue date
bond begin date
bond expiry date
bond amount
license number
bond provider NAIC number
individual licensee or organizational licensee or
event number
bond rider number
bond comments
case number
case status
case disposition
investigation status
review status
case number
board decision
case name
docket number
findings, findings date
disposition comment
damages amount
appeal date
appeal comment
appeal decision date
disposition date
close comment
recording profession code
case action type
appeal decision
priority
notice of charges sent date
hearing date
board consultant ID
public case reason.

Case Activity

case number
staff key
activity type
activity date
time cost
expenses
comments
activity start date
activity end date
activity plan date
activity outcome
activity outcome date
activity monitoring party

Case Cycle

case open date
case number
case close date

Case Involved Party

case number

Entity name**Attribute Name**

Certificate	involved party type
	involved party first name
	involved party middle name
	involved party last name
	involved party address line 1
	involved party address line 2
	involved party city
	involved party state
	involved party zip
	involved party phone number
Complainant	involved party number
	license key
Complaint	issue date
	expiration date
	complaint number
	complainant first name
	complainant middle name
	complainant last name
	complainant address line 1
	complainant address line 2
	complainant city
	complainant state
	complainant zip
	complainant phone number
	license key
	social security number
	employment foreign key
	notary signature indicator
	profession code
	complainant type code
	complainant age group.
	complaint number
	complaint type
	complaint status
	investigation priority
	disposition
	complaint recommendation
	occurrence date
	receipt date
	review type
	status date
	disposition comment
	board comment
	complaint reference name
	close date
	complaint summary disposition date
	addendum date
	addendum comment
	appeal decision date

Entity name**Attribute Name**

Complaint Activity

appeal decision comment
findings comment
findings date
Medicaid provider number
complainant count
respondent count
complaint source code
board consultant foreign key
classification code.
complaint number
staff key
activity type
activity date
time cost
expenses
comments
activity start date
activity end date
activity plan date
activity plan
activity outcome comment
investigation foreign key
responsible party
responsible party type
complaint number
involved party type
involved party first name
involved party middle name
involved party last name
involved party address line 1
involved party address line 2
involved party city
involved party state
involved party zip
involved party phone number

Complaint Involved Party

Entity name	Attribute Name
Complaint Penalty	profession code complaint number foreign key board code division number department number application transaction code fee type rate type payment required indicator prorate indicator payment priority sequence late fee indicator agency source code revenue source code special processing indicator fee exempt allowed indicator fee effective date
Compliance Action	case number compliance type compliance due date compliance comments compliance responsible party foreign key compliance imposed date compliance complete date penalty foreign key
Continuing Education	profession code board code division number department number continuing education retained indicator requirement cycle time latency period pre-licensure completion period
Continuing Education Course	course name course location course instructor course type approval start date approval end date education provider credit hours count license key continuing education requirement key profession code board code division number department number
Continuing Education Period	continuing education period type profession code board code division number

Entity name	Attribute Name
Continuing Education Requirement	department number
	period duration
	period unit
	continuing education requirement key
	profession code
	board code
	division number
	department number
	requirement name
	requirement start date
	requirement end date
	requirement start age
	requirement age limit
Corrective Action	requirement prior to licensure indicator
	requirement qualifier
County	acceptable codes values
	case number
	county code
Course	county name
	course name
Criminal Activity	conviction date
	conviction place
	conviction explanation
	appeal indicator
	right to know indicator
	jurisdiction
	arrested
	charge
	disposition
	incident date
	conviction type
	deficiency description
Deficiency	inspection
Deposit	deposit key
	deposit date
	deposit slip number
Department	department number
	department name
Disciplinary History	discipline incident
	notice of charges
	final order
	disciplinary action
	disciplinary status
	discipline comment
	discipline imposed date
	discipline start date
	discipline end date
	responsible party foreign key
	discipline type

Entity name**Attribute Name**

Discipline

Division

acceptable code values
division number
department number
division name
revenue source code
revenue source description
fund code
cost code
cost center
transaction code
STARS account code
fund code description
cost center description

Education

institution name
institution type
degree received
graduation date
institution address line 1
institution address line 2
institution city
institution state
institution country
institution zip
institution phone
institution fax
attendance from date
attendance to date
GPA
program
right to know indicator
hours completed
education provider number
education level
specialty
TN college code
NCES college code

Email

email address
email category

Employment

employment status
employment type
employment visa number / status
company name
company type
employment begin date
employment end date
employment time years
employment time months
employment time days

Entity name**Attribute Name**

employment begin title
employment end title
employment begin duties
employment end duties
supervisory duties
employment comments
company DBA name
employer EIN
home office name
home office DBA name
immediate supervisor first name
immediate supervisor middle name
immediate supervisor last name
immediate supervisor title
business classification
address line 1
address line 2
City
State
Zip
County
Country
address category
send mail indicator
TN school district

Employment Address

Entity name**Attribute Name**

Event

event name
event short name
event type
event date
event time begin
event time end
number of fights during event
promoter fee foreign key
referee fee foreign key
judge fee foreign key
timekeeper fee foreign key
second fee foreign key
manager fee foreign key
boxer fee foreign key
promoter license foreign key
referee license foreign key
judge license foreign key
timekeeper license foreign key
second license foreign key
manager license foreign key
boxer license foreign key
promoter license foreign key
exam foreign key
promoter photograph received date
referee photograph received date
judge photograph received date
timekeeper photograph received date
bond number foreign key
individual or organizational foreign key for applicant
criminal activity foreign key
references foreign key
other State or localities notes
licenses revoked notes
signature date
paperwork received date
inspection foreign key
date plot plan received
required signatures complete date
facility foreign key.

Exam

exam key
profession code
board code
division number
department number
application transaction code
required for application indicator
passing required for approval indicator
retake count
pass fail criteria
development party code
administer party code
scoring approach

Entity name	Attribute Name
Exam Section	passing score specified indicator
	post results to applicant indicator
	exam fee amount
	specialty code
	qualification code
	exam title
	exam section key
	exam key
	exam section type
	exam section code
	exam section name
	passing score
	exam section fee amount
Exam Sitting	exam part code
	exam sitting key
	exam key
	sitting number
	sitting date
	sitting time
	sitting location
Experience	sitting capacity
	experience type
	experience begin date
	experience end date
Facility Address	address line 1
	address line 2
	City
	State
	Zip
	address category
	inspection indicator
	inspection frequency
	County
	contact first name
Facility Contact	contact middle name
	contact last name
	contact address line 1
	contact address line 2
	contact city
	contact state
	contact zip
	contact phone
	contact type
	contact title
	Correspondence indicator
	administrator SSN
	administrator criminal record
	criminal charges

Entity name**Attribute Name**

Facility Licensee

conviction location
conviction date
education degree
laboratories worked
specialty board certification
fax number
Email
appointment date
facility name
DBA name
facility county
facility web site
home office name
incorporation state
incorporation date
business type
square footage
building type
land size
land size unit
operation type
facility type
health care type
institution type
facility phone
active patient count
discharged patient count
re-admitted patient count
facility capacity
number of classrooms
classroom size
active student count
students per classroom.

Facility Ownership

legal entity name
legal entity type
legal entity address
legal entity phone
legal entity fax
legal entity email
owner name
owner address
owner phone
owner email
branch office indicator
provide branch office address
holding company indicator
holding company name
holding company address
holding company phone

Entity name**Attribute Name**

holding company fax
holding company email
profit indicator
facility chain affiliation
parent company name
parent company address
parent company phone
parent company fax
parent company email
business accreditation
accreditation name
accreditation expiration date
owner owned health care facility
owner owned facility name
owner owned facility address
management firm indicator
management firm name
management firm address
management firm phone
management firm fax
management firm email
contract start date
contract end date
denied license indicator
denied license city
denied license state
denied license reason
revoked license indicator
revoked license city
revoked license state
revoked license reason
profession code
board code
division number
department number
application transaction code
fee type
rate type
payment required indicator
prorate indicator
payment priority sequence
late fee indicator
agency source code
revenue source code
payment source
special processing indicator
fee exempt allowed indicator
fee effective date

Fee

Entity name	Attribute Name
Fee Range	fee range key profession code board code division number department number application transaction code fee range description fee range amount
Final Disciplinary Action	agency name final disciplinary action date violation description action description appeal indicator
Hospital Privilege	hospital name hospital city hospital state hospital country staff privilege indicator revocation date violation description action description appeal indicator
Individual Address	address line 1 address line 2 City State Zip County Country address category send mail indicator inspection indicator inspection frequency GIS coordinates congressional district address type current address indicator.
Individual Licensee	first name middle name last name name prefix name suffix maiden name Alias birth date birth facility Gender SSN Medicare number

Entity name	Attribute Name
	Medicaid number
	drivers license number
	drivers license state
	Height
	Weight
	eye color
	hair color
	physical scars
	physical status
	physical disability percentage
	physical other
	current photo
	current photo date
	finger prints
	finger prints date
	Nationality
	drivers license status
	drivers license expiration date
	Race
	retirement date
	date of death
Individual Managed	individual first name
	individual middle name
	individual last name
Inspection	inspection date
	inspected by
	license key
Inspection Assignment	staff key
Inspection Criteria	profession code
	board code
	division number
	department number
	inspection recording method
	inspection purge method
Inspection Discipline	inspection discipline code
	profession code
	board code
	division number
	department number
	inspection discipline description
Inspection Region	inspection region code
	profession code
	board code
	division number
	department number
	inspection region description
Inspection Regulation	profession code
	board code

Entity name	Attribute Name
Inspection Type	division number
	department number
	inspection regulation key
	inspection regulation title
	inspection type code
	profession code
Inspection Visit	board code
	division number
	department number
	inspection type description
Insurance Company Billing Activity	Inspection data
	facility
	file number
	profession code
	supporting file number
	supporting profession code
Investigation	supporting type
	event type
	NAIC number.
	complaint number
	geographic region
	investigation priority
	County
	Action
	Priority
	Type
Investigation Cycle	Investigator foreign key
	Profession code.
	complaint number
	investigation open date
Investigator Work	investigation close date
	complaint number
	staff key
	cost for hours expended
	expenses
Language	date assigned
	language name
Liability Claim	date entered
	award amount
	disposition order date
License	license key
	license number
	file number
	license expiration date
	license status
	application date
	permit type
	permit last year indicator
	permit last year type
	conviction indicator

Entity name**Attribute Name**

	conviction explanation
	profession code
	board code
	division number
	department number
	reciprocity status
	reciprocity state
	medical condition
	hospital privileges denied indicator
	felony conviction indicator
	misdemeanor conviction indicator
	professional society rejection indicator
	final adjustment rendered against indicator
	legal action rendered against indicator
	legal action pending indicator
	license discipline action indicator
	chemical substances indicator
	sexual deviations indicator
	license issue date
	alert indicator
	event foreign key
	facility foreign key
	other foreign keys
License Exam	license key
	exam agent
	exam date
	exam location
	exam type
	exam score
	exam fee
	exam pass fail
License Fee	fee amount
	fee category
	fee date
License Qualification	license key
	effective date
	license key
	qualification code
	profession code
	board code
	division number
License Rank	department number
	effective date
	license key
	rank code
	profession code
	board code
	division number
	department number

Entity name	Attribute Name
License Specialty	effective date license key specialty code profession code board code division number department number
License Status	license status code license status description issue certificate indicator issue renewal application indicator required future event required future event period
Military Service	military branch military rank job classification security level military status discharge date
Organization Address	address line 1 address line 2 city state zip county address category inspection indicator inspection frequency
Organization Contact	contact type contact first name contact middle name contact last name contact birth date contact SSN
Organization Licensee	organization name DBA name organization county organization web site home office name incorporation state incorporation date business type county business tax number federal EIN sales tax number non-profit indicator gross revenue employee count

Entity name**Attribute Name**

	licensee count
	customer labor rate
	labor rate warranty
	vehicle units sold
	current year dealer plate purchase count
	financial statement indicator
	pharmacy practice type
	pharmacy DEA number
	pharmacy sell drugs to
	pharmacy type
	pharmacy report type to arcoss
	pharmacy activity type
	grant research type
	bond foreign key
Organization Previous Name	organization previous name
Out of State License	state name
	place name
	license status
	license status explanation
	nationality
	license number
	licensee name
	licensee address
	license issue date
	license expiration date
Payment	payment amount
	payment type
	payment date
	validation number
	total applied
	tracking number
	rejection reason
	rejection date
	refund amount
	refund reason
	refund date
	license key
	board amount
	regulatory fee amount
	non RBS amount
	payment status
Phone	phone number
	phone number category

Entity name	Attribute Name
Physical Exam	exam date exam results examiner name examiner title examiner license number examiner type exam city exam state exam facility address exam facility zip individual licensee foreign key comments
Practitioner	name mailing address primary practice address primary practice phone profession SSN license number profession code board code division number department number profession description profession name organization individual indicator license prefix license renewal cycle license renewal month license renewal day renewal notice days licensure set date license number requirement type application set date denied application appeal indicator denied application appeal period inspection history retention period organization fee basis experience retained indicator recognized experience provider indicator education retained indicator competency information required indicator
Profession	
Profession Application Transaction	profession code board code division number department number application transaction code transaction specification code transaction specification class transaction specification method

Entity name**Attribute Name**

	license record required code
	qualification entry code
	specification entry code
	other modifier entry code
	approval fee required indicator
	prepayment required indicator
	certificate issue indicator
	expired application deletion indicator
	special renewal period
	renewal expiry period
	other expiry period
	reminder period
	penalty period
	initial letter form number
	initial letter form name
	approval letter form number
	approval letter form name
	denial letter form number
	denial letter form name
	first notice form number
	first notice form name
	second notice form number
	second notice form name
	expiry letter form number
	expiry letter form name
	rank required indicator
	license status required indicator
	activity status required indicator
	approval effect on license rank
	approval effect on license status
	approval effect on activity status
	denial effect on license rank
	denial effect on license status
	denial effect on activity status
	expired effect on license rank
	expired effect on license status
	expired effect on activity status
Profession Application Transaction Activity	profession code
	board code
	division number
	department number
	application transaction code
	application activity code
	application activity sequence
	comments required indicator
	action required indicator
	success required indicator
	application activity help text

Entity name	Attribute Name
Professional Assessment	assessment date assessment type assessment score
Professional Name	professional name
Qualification	qualification code profession code board code division number department number qualification description qualification level indicator on certificate indicator changes history indicator directory inclusion indicator application only indicator qualification title
Qualification Fee	qualification code profession code board code division number department number application transaction code qualification fee amount
Qualification Pre-requisite	qualification code profession code board code division number department number pre-requisite type required minimum level required code
Rank	rank code profession code board code division number department number rank description rank level rank title
Rank Pre-requisite	rank code profession code board code division number department number pre-requisite type required minimum level required code
Recognition	recognition type

Entity name**Attribute Name**

Reference

recognition description
community service organization
reference first name
reference middle name
reference last name
reference address line 1
reference address line 2
reference city
reference state
reference zip
reference title
reference relationship
reference phone
reference years known
reference employer

Region

region code
department number
region name
division number

Regulatory Board

board code
board code
division number
department number
board name
address
chairperson
contact person
contact person phone
contact person email
chairperson phone
chairperson email

Respondent

complaint number
license key
case number

Respondent Attorney

complaint number
license key
respondent attorney first name
respondent attorney middle name
respondent attorney last name

Right to Know
Specialty

TennCare plan name
specialty code
profession code
board code
division number
department number
specialty description
specialty level indicator
on certificate indicator

Entity name	Attribute Name
Specialty Board Certification	changes history indicator
	directory inclusion indicator
	application only indicator
	specialty title
	specialty board name
Specialty Fee	certification name
	specialty
	sub specialty
	specialty code
	profession code
Specialty Pre-requisite	board code
	division number
	department number
	application transaction code
	specialty fee amount
Staff	specialty code
	profession code
	board code
	division number
	department number
Staff Authorization	pre-requisite type
	required minimum level
	required code
	staff key
	department number
Subject	staff first name
	inspection region code
	profession code
	board code
	division number
Supervising Physician	staff title
	case complaint authorization level
	staff middle name
	staff last name
	investigator region
	staff address
	staff phone
	staff email
	department number
	staff title
	case complaint authorization level
	subject name
	major indicator
	physician first name
	physician middle name
	physician last name
	physician address line 1
	physician address line 2

Entity name	Attribute Name
Supporting Rank	physician city
	physician state
	supporting rank code
	supporting profession code
	supporting board code
	supporting division number
	supporting department number
	rank code
	profession code
	board code
	division number
	department number
	support type
	required license status
	required activity status
Vehicle	maximum support count
	license history required indicator
	support license print indicator
	VIN
	permit number
Vehicle Line Rate	issue date
	active indicator
	Organization licensee foreign key
	make of vehicle sold
	manufacturer name
	line make
	line make customer labor rate
	line make warranty labor rate
	notarized by
	notarized date
Violation	notarized name
	dealer id.
	case number
	Violation type
	profession code
	comments
	violation date
	respondent foreign key.

B.4: Entity Definitions

Entity Name	Entity Definition
-------------	-------------------

Entity Name	Entity Definition
Activity Status	The status of an licensee's application
Allegation	The unproven complaint against a respondent
Application	The information required to obtain a profession license
Application Activity	A step in the workflow of processing an license application
Application Transaction	The valid application transactions permissible in licensure
Applied Payment	Payment information applied to a fee if there is an underpayment of fees
Appointment	Information about a faculty position for a Practitioner

Entity Name	Entity Definition
Associated Document	A type of document required to support a license application
Associated Requirement	Information about requirement for an licensee to obtain a profession license
Authored Publication	A professional article or book written by the licensed profession
Background Check	The results of a criminal background check of an applicant for a professional license
Bed Count	The number of beds available for patient's use
Case	A legal action taken as the result of one or more complaints against a respondent
Case Activity	Specific actions or events related to a Case against a respondent
Case Involved Party	An individual associated in some manner with a Case
Certificate	The document that contains licensing information
Complainant	The individual making a complaint against a respondent
Complaint	An activity that is believed to be in violation of professional conduct of a health care professional
Complaint Activity	Information about actions taken towards a specific complaint
Complaint Involved Party	An individual associated in some manner with a complaint
Compliance Action	Actions by a respondent, based on the result of successful litigation of a case
Continuing Education	Profession specific information about continuing education requirements
Continuing Education Course	The name of the continuing education course
Continuing Education Period	The requirement of a profession for the duration required for continuing education
Continuing Education Requirement	Profession specific information about continuing education requirements
Conviction	The successful litigation of a case, based on one or more complaints
Corrective Action	The actions defined by the Board / Court necessary directed at a respondent who was convicted
County	A list of the counties within the State of Tennessee
Course	An iteration of subject matter pertaining to the licensee's education
Deficiency	Information from an inspection about that are not within Board guidelines for a facility
Department	The highest legal entity in state government's executive branch
Disciplinary History	The information pertaining to iterations of disciplinary incidents for a specific Practitioner
Discipline	Corrective action or punishment for an deficiency or violation
Division	The highest legal entity in an Department
Education	Information about the academic requirements for a professional license
Email	Internet mailing address of an licensee
Employment	Circumstances related to a licensee's job in support of a professional license
Employment Address	The location of the place of employment related to a job in support of a license
Exam	Information of results from a licensing exam
Exam Section	Details of a specific part of a licensing exam
Exam Sitting	Details of an instance of an licensing examination
Experience	Record of educator teaching experience
Facility Address	The locations of a facility
Facility Contact	The name of the responsible party at a facility

Entity Name	Entity Definition
Facility Licensee	Information about the facility being licensed
Facility Ownership	The name of the legal owner of a facility
Fee	Payment for a License or licensing related activity
Fee Range	The minimum and the maximum license-related fee amount
Final Disciplinary Action	Information about a disciplinary action of a Practioner
Hospital Privilege	The ability to practice their profession at a specific hospital
Individual Address	The mailing address for a licensee
Individual Licensee	A person who has the requirements to be a licensed professional
Individual Managed	Name of the individual managed by a licensee
Inspection	The information that results from an inspection of a facility
Inspection Assignment	The mandate to inspect a specified facility
Inspection Criteria	The items associated to a facility that must be verified
Inspection Discipline	A list of specialized inspection types that an inspector qualifies to perform
Inspection Region	A set of parameters defining the geographic boundaries to administer inspections
Inspection Regulation	A item that is inspected during an inspection visit, to verify it is within prescribed regulations
Inspection Type	A valid type of inspection, based on the specific board and profession
Inspection Visit	Information about the circumstances of an inspection event
Investigation	Information related to complaint allegations by a complaint(s) related to a respondent
Investigator Work	Information related to the work effort required to investigate a complaint against a respondent
Language	A foreign language a Practioner reported with the Consumer-Right-to-Know information
Liability Claim	Information about a financial award for a claim against a Practioner
License	Basic information about the Licensee holding a professional license
License Exam	Information about the exam event required for a professional license
License Fee	A set amount for possessing a profession license
License Status	Information about the current status of a professional license
Military Service	Information about the service record of a licensee
Organization Address	Address information for the various locations / entities related to an organization
Organization Contact	Information on an individual designated as the single point of contact for an organization
Organization Licensee	Information about the organization holding a professional license
Organization Previous Name	A history of a organizations name as it changes names through changes in ownerships
Out of State License	Licensure information for an individual from a state other than Tennessee
Payment	Information on funds received for a license, a profession related application or a penalty
Phone	The phone information for a individual or organization
Practitioner	The licensee associated with Consumer-Right-to-Know information
Profession	Information about a discipline or skill set regulated by the State
Profession Application	A specific type of action available to a professional related to his or her license
Transaction	Information pertaining to the status of an profession application
Profession Application Transaction Activity	
Professional Assessment	Assessment information for teachers

Entity Name	Entity Definition
Professional Name	An one time instance of an alias
Qualification	Limitations that imposed on what a licensee can do within his or her profession
Qualification Fee	An amount of money associated with a given qualification
Qualification Pre-requisite	A minimum level of experience or expertise to be considered for a qualification
Rank	Information related to a hierarchal classification of a licensee in a given profession
Rank Pre-requisite	A minimum level of experience or expertise to be considered for a given rank
Recognition	Information related to the education accomplishments of a licensee
Reference	The information related to an individual verifying the bona-fides of a licensee
Region	Geographic sections of the State use for administrative purposes
Regulatory Board	A State appointed organization that governs the licensing of a group of professional
Respondent	A licensee that has a complaint filed them
Respondent Attorney	Information pertaining to legal counsel for a Respondent
Right to Know	A specific collection of consumer related data provided by the Practioner
Specialty	Information related to a special expertise or specialization for a profession
Specialty Board Certification	Consumer-Right-to-Know information about a Practitioner's professional specialty
Specialty Fee	A fee amount for a profession specific specialty
Specialty Pre-requisite	A minimum level of experience or expertise to be considered for a specialty
Staff	A State employee associated with the license process or related investigation/litigation process
Staff Authorization	An indicator for the individual staff member to be associated with a particular level of complaint
Staff Privilege	The relevant information pertaining to hospital staff privileges
Subject	The name of the major earned in the licensee's education experience(s)
Supervising Physician	A physician that a Practitioner supervises, provided under the Consumer-Right-to-Know information
Supporting License	A cross reference table between individual and organization licensees when supporting license required.
Supporting Rank	Information about a licensee that supports other licensees
Violation	An action that is not in accordance with the guidelines of a Professional Board

B.5: Data Requirements as defined by Business Rules

Business Rule

An Active Educator is associated to one Educator.

An Active Educator may be associated to one or more Career Ladder Payments.

An Active Educator must be associated to one or more Positions.

Business Rule

An Application Activity may have many Profession Application Transaction Activities.

An Application Transaction may have many Profession Application Transactions.

A Case may have at least one Respondent.

A Case may have many Case Cycles.

A Case may have many Case Activities.

A Case may have many Violations.

A Case may have many Compliance Actions.

A Case may have many Case Involved Parties.

A Complainant may have many Allegations.

A Complaint may have many Respondents.

A Complaint may have many Complainants.

A Complaint may have many Complaint Involved Parties.

A Complaint may have many Investigations.

A Complaint may have many Allegations.

A Complaint may have many Complaint Activities.

A Continuing Education may have many Continuing Education Periods.

A Continuing Education may have many Continuing Education Requirements.

A Continuing Education Requirement may have many Continuing Education Courses.

A Credential (License) may be associated to one or more Endorsements.

A Credential (License or Career Ladder Certificate) is issued to an Educator.

A Credential may be associated to an Evaluation.

A Deficiency may have many Corrective Actions.

A Department may have many Divisions.

A Department may have many Staff Authorizations.

A Deposit may have many Payments.

A Division may have many Regulatory Boards.

An Education may have many Subjects.

An Education may have many Courses.

An Education may have much Recognition.

An Education is associated to an Educator.

Business Rule

An Educator may be associated to one Active Educator.
An Educator may be associated to one or more Teacher Revocations.
An Educator may be issued a (Career Ladder Certificate) Credential.
An Educator may complete one or more Teaching Experience.
An Educator may have one or more Test Scores.
An Educator must be issued a Credential (License).
An Educator must have an Education.

An Employment may have many Employment Addresses.
An Employment may have many Licenses.
An Employment may have many Phones.

An Endorsement must register to a Credential (License).

An Evaluation must be associated to a Credential (License or Career Ladder).

An Exam may have many Exam Sections.
An Exam may have many Exam Sitzings.

A Facility Licensee may have many Facility Ownerships.
A Facility Licensee may have many Methadone Patients.
A Facility Licensee may have many Bed Counts.
A Facility Licensee may have many Vehicles.
A Facility Licensee may have many Licenses.
A Facility Licensee may have many Facility Address.
A Facility Licensee may have many Facility Contacts.

A Fee may have many Fee Ranges.
A Fee may have many Specialty Fees.
A Fee may have many Qualification Fees.

An Individual Address may have many Phones.

An Individual Licensee may have many Individual Addresses.
An Individual Licensee may have many Licenses.
An Individual Licensee may have many Phones.
An Individual Licensee may have many Employments.
An Individual Licensee may have many References.
An Individual Licensee may have many Professional Names.
An Individual Licensee may have many Out of State Licenses.
An Individual Licensee may have many Individuals Managed.
An Individual Licensee may have many Criminal Activities.
An Individual Licensee may have many Military Services.
An Individual Licensee may have many Emails.
An Individual Licensee may have many Right to Knows.
An Individual Licensee may have many Educations.

Business Rule

An Inspection Criteria may have many Inspection Types.
An Inspection Criteria may have many Inspection Regions.
An Inspection Criteria may have many Inspection Disciplines.
An Inspection Criteria may have many Inspection Regulations.

An Inspection may have many Deficiencies.
An Inspection may have many Inspection Visits.

An Inspection Region may have many Staffs.

An Inspection Visit may have many Inspection Assignments.

An applicant or licensee may have one or more inspections..
An inspection must have one or more site visits.
Site visits may have one or more inspectors assigned.
Inspectors assigned to a site visit must have a reason for inspection.
Inspections may have one or more deficiencies
Deficiencies may have one or more details and plans of correction

An Investigation may have many Investigation Cycles.
An Investigation may have many Investigator Works.

A License Fee may have many Applied Payments.

A License may have many Background Checks.
A License may have many Nurse Aide Certifications.
A License may have many Continuing Education Courses.
A License may have many Applications.
A License may have many Inspections.
A License may have many License Ranks.
A License may have many License Specialties.
A License may have many License Qualifications.
A License may have many License Fees.
A License may have many Licenses.
A License may have many Respondents.
A License may have many Complainants.
A License may have many License Exams.
A License may have many Certificates.
A License may have many Payments.

An Organization Licensee may have many Organization Previous Names.
An Organization Licensee may have many Organization Addresses.
An Organization Licensee may have many Organization Licensees.
An Organization Licensee may have many Phones.
An Organization Licensee may have many Emails.
An Organization Licensee may have many Licenses.
An Organization Licensee may have many Organization Contacts.

Business Rule

A Position is held by one Active Educator.

A Payment may have many Applied Payments.

A Profession Application Transaction Activity may have many Associated Documents.

A Profession Application Transaction Activity may have many Associated Requirements.

A Profession Application Transaction may have many Profession Application Transaction Activities.

A Profession Application Transaction may have zero or one Fees.

A Profession Application Transaction may have many Exams.

A Profession may have many License Status.

A Profession may have many Activity Status.

A Profession may have many Profession Application Transactions.

A Profession may have many Licenses.

A Profession may have many Training Sites.

A Profession may have zero or one Inspection Criteria.

A Profession may have many Continuing Educations.

A Profession may have many Ranks.

A Profession may have many Qualifications.

A Profession may have many Specialties.

A Qualification may have many License Qualifications.

A Qualification may have many Qualification Pre-requisites.

A Qualification may have many Qualification Fees.

A Qualification may have zero or one Exams.

A Rank may have many License Ranks.

A Rank may have many Continuing Education Requirements.

A Rank may have zero or one Supporting Ranks.

A Rank may have zero or one Supporting Ranks.

A Rank may have many Rank Pre-requisites.

A Reference may have many Licenses.

A Region may have many Counties.

A Regulatory Board may have many Regions.

A Regulatory Board may have many Professions.

A Respondent may have many Respondent Attorneys.

A Right to Know may have many Practitioners.

A Right to Know may have many Disciplinary Histories.

Business Rule

A Right to Know may have many Languages.
A Right to Know may have many Supervising Physicians.
A Right to Know may have many Appointments.
A Right to Know may have many Specialty Board Certifications.
A Right to Know may have many Final Disciplinary Actions.
A Right to Know may have many Hospital Privileges.
A Right to Know may have many Liability Claims.
A Right to Know may have many Authored Publications.

A Specialty may have many License Specialties.
A Specialty may have many Specialty Pre-requisites.
A Specialty may have many Specialty Fees.
A Specialty may have zero or one Exams.

A Staff Authorization may have many Staffs.

A Staff may have many Inspection Assignments.
A Staff may have many Disciplines.
A Staff may have many Investigator Works.
A Staff may have many Complaint Activities.
A Staff may have many Case Activities.
A Staff may have zero or one Individual Licensees.

A Teacher Revocation may be associated to one Educator.

A Teaching Experience is completed by one Educator.

A Test Score may be earned by one Educator.

A Profession Application Transaction is associated with exactly one Application Transaction.

A Respondent is associated with zero or one Cases.
A Case Cycle is associated with exactly one Case.
A Case Activity is associated with exactly one Case.
A Violation is associated with exactly one Case.
A Compliance Action is associated with exactly one Case.
A Case Involved Party is associated with exactly one Case.

An Allegation is associated with many Complainants.

A Respondent is associated with exactly one Complaint.
A Complainant is associated with exactly one Complaint.
A Complaint Involved Party is associated with exactly one Complaint.
An Investigation is associated with exactly one Complaint.
An Allegation is associated with exactly one Complaint.
A Complaint Activity is associated with exactly one Complaint.

Business Rule

A Continuing Education Period is associated with exactly one Continuing Education.

A Continuing Education Requirement is associated with exactly one Continuing Education.

A Continuing Education Course is associated with zero or one Continuing Education Requirements.

A Corrective Action is associated with zero or one Deficiencies.

A Division is associated with exactly one Department.

A Staff Authorization is associated with exactly one Department.

A Payment is associated with zero or one Deposits.

A Regulatory Board is associated with exactly one Division.

A Subject is associated with exactly one Education.

A Course is associated with exactly one Education.

A Recognition is associated with exactly one Education.

An Employment Address is associated with zero or one Employments.

A License is associated with many Employments.

A Phone is associated with zero or one Employments.

An Exam Section is associated with exactly one Exam.

An Exam Sitting is associated with exactly one Exam.

A Facility Ownership is associated with zero or one Facility Licensees.

A Methadone Patient is associated with zero or one Facility Licensees.

A Bed Count is associated with zero or one Facility Licensees.

A Vehicle is associated with zero or one Facility Licensees.

A License is associated with zero or one Facility Licensees.

A Facility Address is associated with zero or one Facility Licensees.

A Facility Contact is associated with zero or one Facility Licensees.

A Fee Range is associated with exactly one Fee.

A Specialty Fee is associated with exactly one Fee.

A Qualification Fee is associated with exactly one Fee.

A Phone is associated with zero or one Individual Address.

An Individual Address is associated with zero or one Individual Licensees.

A License is associated with zero or one Individual Licensees.

A Phone is associated with zero or one Individual Licensees.

An Employment is associated with zero or one Individual Licensees.

A Reference is associated with zero or one Individual Licensees.

A Professional Name is associated with zero or one Individual Licensees.

An Out of State License is associated with zero or one Individual Licensees.

Business Rule

An Individual Managed is associated with zero or one Individual Licensees.
A Criminal Activity is associated with zero or one Individual Licensees.
A Military Service is associated with zero or one Individual Licensees.
An Email is associated with zero or one Individual Licensees.
A Right to Know is associated with exactly one Individual Licensee.
An Education is associated with zero or one Individual Licensees.

An Inspection Type is associated with exactly one Inspection Criteria.
An Inspection Region is associated with exactly one Inspection Criteria.
An Inspection Discipline is associated with exactly one Inspection Criteria.
An Inspection Regulation is associated with exactly one Inspection Criteria.

A Deficiency is associated with zero or one Inspections.
An Inspection Visit is associated with zero or one Inspections.

A Staff is associated with zero or one Inspection Regions.

An Inspection Assignment is associated with exactly one Inspection Visit.

An Investigation Cycle is associated with exactly one Investigation.
An Investigator Work is associated with exactly one Investigation.

An Applied Payment is associated with exactly one License Fee.

A Background Check is associated with zero or one Licenses.
A Nurse Aide Certification is associated with zero or one Licenses.
A Continuing Education Course is associated with zero or one Licenses.
An Application is associated with exactly one License.
An Inspection is associated with zero or one Licenses.
A License Rank is associated with exactly one License.
A License Specialty is associated with exactly one License.
A License Qualification is associated with exactly one License.
A License Fee is associated with zero or one Licenses.
A License is associated with zero or one Licenses.
A Respondent is associated with exactly one License.
A Complainant is associated with zero or one Licenses.
A License Exam is associated with zero or one Licenses.
A Certificate is associated with zero or one Licenses.
A Payment is associated with zero or one Licenses.

An Organization Previous Name is associated with zero or one Organization Licensees.
An Organization Address is associated with zero or one Organization Licensees.
An Organization Licensee is associated with zero or one Organization Licensees.
A Phone is associated with zero or one Organization Licensees.
An Email is associated with zero or one Organization Licensees.
A License is associated with zero or one Organization Licensees.

Business Rule

An Organization Contact is associated with zero or one Organization Licensees.

An Applied Payment is associated with exactly one Payment.

An Associated Document is associated with exactly one Profession Application Transaction Activity.

An Associated Requirement is associated with exactly one Profession Application Transaction Activity.

A Profession Application Transaction Activity is associated with exactly one Profession Application Transaction.

A Fee is associated with exactly one Profession Application Transaction.

An Exam is associated with zero or one Profession Application Transactions.

A License Status is associated with many Professions.

An Activity Status is associated with many Professions.

A Profession Application Transaction is associated with exactly one Profession.

A License is associated with zero or one Professions.

A Training Site is associated with zero or one Professions.

An Inspection Criteria is associated with exactly one Profession.

A Continuing Education is associated with exactly one Profession.

A Rank is associated with exactly one Profession.

A Qualification is associated with exactly one Profession.

A Specialty is associated with exactly one Profession.

A License Qualification is associated with exactly one Qualification.

A Qualification Pre-requisite is associated with exactly one Qualification.

A Qualification Fee is associated with exactly one Qualification.

An Exam is associated with zero or one Qualifications.

A License Rank is associated with exactly one Rank.

A Continuing Education Requirement is associated with many Ranks.

A Supporting Rank is associated with exactly one Rank.

A Supporting Rank is associated with exactly one Rank.

A Rank Pre-requisite is associated with exactly one Rank.

A License is associated with zero or one References.

A County is associated with many Regions.

A Region is associated with exactly one Regulatory Board.

A Profession is associated with exactly one Regulatory Board.

A Respondent Attorney is associated with exactly one Respondent.

A Practitioner is associated with exactly one Right to Know.

A Disciplinary History is associated with exactly one Right to Know.

Business Rule

A Language is associated with exactly one Right to Know.
A Supervising Physician is associated with exactly one Right to Know.
An Appointment is associated with exactly one Right to Know.
A Specialty Board Certification is associated with exactly one Right to Know.
A Final Disciplinary Action is associated with exactly one Right to Know.
A Hospital Privilege is associated with exactly one Right to Know.
A Liability Claim is associated with exactly one Right to Know.
An Authored Publication is associated with exactly one Right to Know.

A License Specialty is associated with exactly one Specialty.
A Specialty Pre-requisite is associated with exactly one Specialty.
A Specialty Fee is associated with exactly one Specialty.
An Exam is associated with zero or one Specialties.

A Staff is associated with zero or one Staff Authorizations.

An Inspection Assignment is associated with exactly one Staff.
A Discipline is associated with exactly one Staff.
An Investigator Work is associated with exactly one Staff.
A Complaint Activity is associated with exactly one Staff.
A Case Activity is associated with exactly one Staff.
An Individual Licensee is associated with zero or one Staffs.

B.6: Data Requirement Transactions:

Relational database non-query (insert, update, or delete) transactions must be completed (committed) or rolled back to the beginning if they are not entirely finished. If an application makes a call and passes parameters to database stored procedures that update three tables, then the entire transaction would not be complete until all three table updates have been performed. If a system problem allowed only two of the three tables to be updated, then the transaction must roll back the updates to the two tables to the state prior to the beginning of the transaction. This requirement calls for both a transaction log in the database and an audit log, controlled by the application, to record all complete transactions.

All non-query transactions and database queries must be accomplished by relational stored procedures and parameters, and there must be no SQL statements embedded in the MARS application program.

An upgrade system must incorporate commit or rollback transactions to insure the integrity of the data in the database. SQL statements embedded in an application require a relational interpreter to compile the queries or non-queries prior to execution, and they unnecessarily slow down the operation of the server. Stored procedures are pre-compiled, and they do not have to be compiled by the database engine each time they are used.

B.7: Data Requirement Setup and Code Tables:

All MARS application setup and code identifiers must be soft-driven from database tables, and absolutely no setup or code identifiers will be hard-coded into the executable program. All application modifiers and codes will be loaded from tables that can be easily modified with updates to these database tables.

B.8: Data Requirement Documentation

The MARS Contractor is required to provide a Unified Modeling Language (UML) 2.0 or higher class diagrams that represent the as-delivered application architectural components. This diagram must represent all the application tier classes utilized in the final product delivered to a Department. The

Contractor must deliver this document in electronic form in Visio 2003 or another mutually agreed upon CASE compatible format as part of the final acceptance phase as described in, **Attachment I, Paragraph 1.3.5.3 Implementation Phase – Deliverables.**

The MARS Contractor is required to provide a complete logical and physical Entity Relationship Diagram (ERD) of their database system. The Contractor must deliver this document in electronic form in Visio 2003 or another mutually agreed upon CASE compatible format as part of the final acceptance phase as described in, **Attachment I, Paragraph 1.3.5.3 Implementation Phase – Deliverables.**

The MARS Contractor is required to provide a complete data dictionary of their database system. The data dictionary must provide the field level descriptions of data type, field length, and acceptable values. The Contractor must deliver this document in electronic form in Visio 2003 or another mutually agreed upon CASE compatible format as part of the final acceptance phase as described in **Attachment I, Paragraph 1.3.5.3 Implementation Phase – Deliverables.**

The UML class diagram, ERD, and data dictionary must complement and illustrate a mapping between the Contractors diagrams and the Entity Relationship Diagram (ERD) referenced in **Attachment B - Data Requirements, Paragraph B.8 Data Requirement Documentation.** Departmental Information Systems staff will maintain a copy of both the UML class diagrams and the ERD. When subsequent modifications to the as-delivered MARS application and database become necessary; the MARS Contractor must provide updated UML, ERD, and data dictionary documentation in the agreed upon format with corresponding descriptions of the changes that were made. These changes must then be mapped to the current logical ERD of the system and delivered to the Department Information Systems staff.

B.9: Data Requirement Survivability and Operation Plan

A MARS survivability plan must be documented with recommendations for transaction log and database backup and recovery procedures for the database and server specified for this application. This plan must conform to industry best practices and State standards.

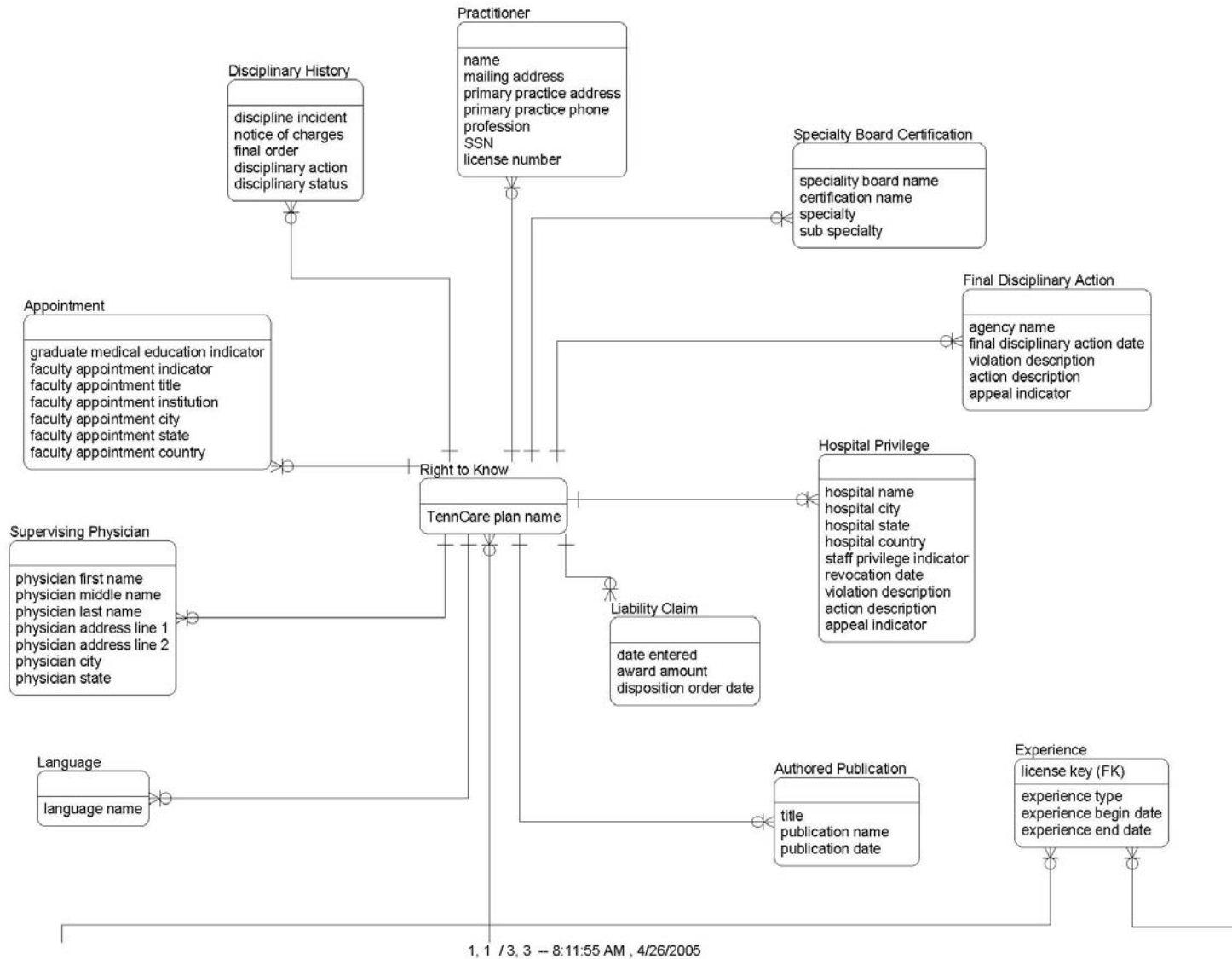
B.10: User Extensible Information (UEI)

The MARS must provide a database design with the flexibility for Department IS staff to add tables as extensions to parent entities such as License, Licensees, or Events so that these child tables can have a one-to-one (1:1) or a one-to-many (1:M) relationship with the parent entities. This would serve to allow logical extension of an entity at the discretion of a Board whose requirements have changed due to new legal or other needs. These UEIs also need to be made available immediately to the user for reporting purposes. The new system must provide an audit tracking/trail of all transactions that can be performed by user.

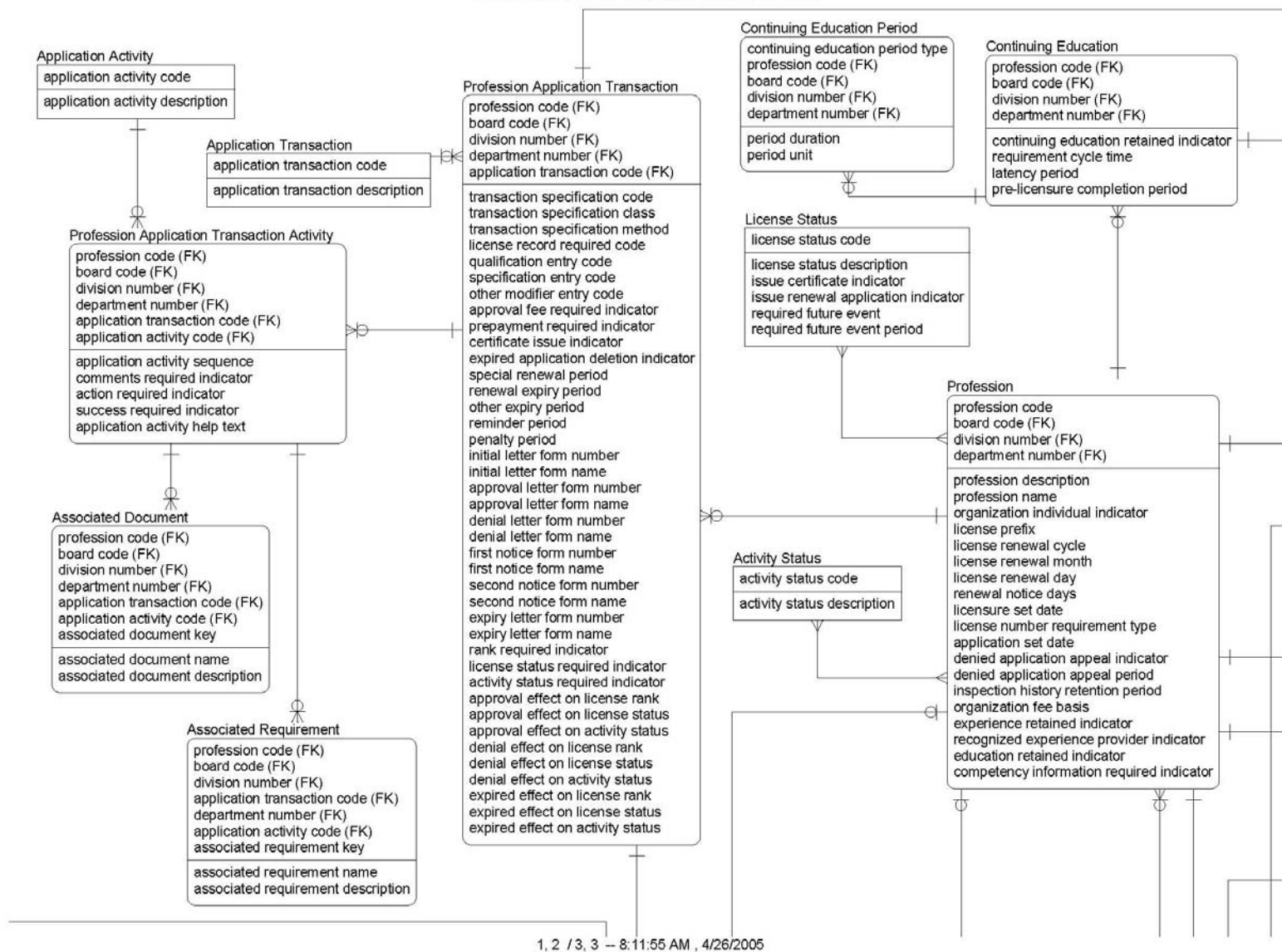
Appendix A

Business Data Model

MARS DATA MODEL -- Display1 / <Main Subject Area>



MARS DATA MODEL -- Display1 / <Main Subject Area>



The diagram is an Entity-Relationship (ER) model for a License Management System. It consists of several entities, each represented by a rectangle, connected by lines representing relationships. Relationships are marked with crow's foot notation symbols (a circle with a vertical line for mandatory one, a circle with a crow's foot symbol for mandatory many, and a circle with a double vertical line for mandatory one-to-one).

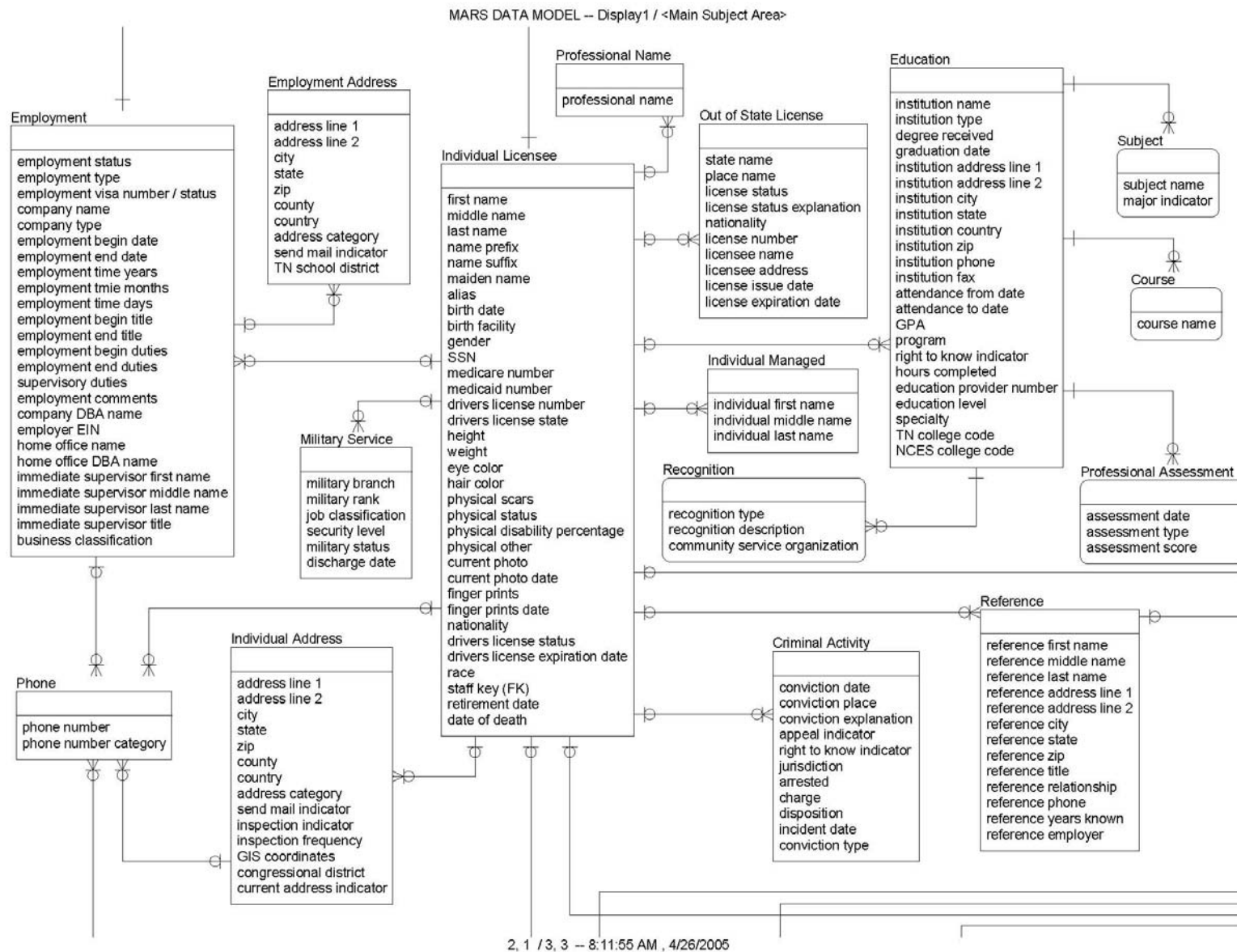
Entities and their attributes:

- Continuing Education Requirement:** continuing education requirement key, profession code (FK), board code (FK), division number (FK), department number (FK), requirement name, requirement start date, requirement end date, requirement start age, requirement age limit, requirement prior to licensure indicator, requirement qualifier.
- Rank:** rank code, profession code (FK), board code (FK), division number (FK), department number (FK), rank description, rank level, rank title.
- Qualification:** qualification code, profession code (FK), board code (FK), division number (FK), department number (FK), qualification description, qualification level indicator, on certificate indicator, changes history indicator, directory inclusion indicator, application only indicator, qualification title.
- Fee Range:** fee range key, profession code (FK), board code (FK), division number (FK), department number (FK), application transaction code (FK), fee effective date (FK), fee range description, fee range amount.
- Supporting Rank:** supporting rank code (FK), supporting profession code (FK), supporting board code (FK), supporting division number (FK), supporting department number (FK), rank code (FK), profession code (FK), board code (FK), division number (FK), department number (FK), support type, required license status, required activity status, maximum support count, license history required indicator, support license print indicator.
- Fee:** profession code (FK), board code (FK), division number (FK), department number (FK), application transaction code (FK), fee effective date, fee type, rate type, payment required indicator, prorate indicator, payment priority sequence, late fee indicator, agency source code, revenue source code, special processing indicator, fee exempt allowed indicator.
- Specialty:** specialty code, profession code (FK), board code (FK), division number (FK), department number (FK), specialty description, specialty level indicator, on certificate indicator, changes history indicator, directory inclusion indicator, application only indicator, specialty title.
- Inspection Type:** inspection type code, profession code (FK), board code (FK), division number (FK), department number (FK), inspection type description.
- Inspection Discipline:** inspection discipline code, profession code (FK), board code (FK), division number (FK), department number (FK), inspection discipline description.
- Rank Pre-requisite:** rank code (FK), profession code (FK), board code (FK), division number (FK), department number (FK), pre-requisite type, required minimum level, required code.
- Qualification Pre-requisite:** qualification code (FK), profession code (FK), board code (FK), division number (FK), department number (FK), pre-requisite type, required minimum level, required code.
- Specialty Pre-requisite:** specialty code (FK), profession code (FK), board code (FK), division number (FK), department number (FK), pre-requisite type, required minimum level, required code.
- Qualification Fee:** qualification code (FK), profession code (FK), board code (FK), division number (FK), department number (FK), application transaction code (FK), fee effective date (FK), qualification fee amount.
- Specialty Fee:** specialty code (FK), profession code (FK), board code (FK), division number (FK), department number (FK), application transaction code (FK), fee effective date (FK), specialty fee amount.

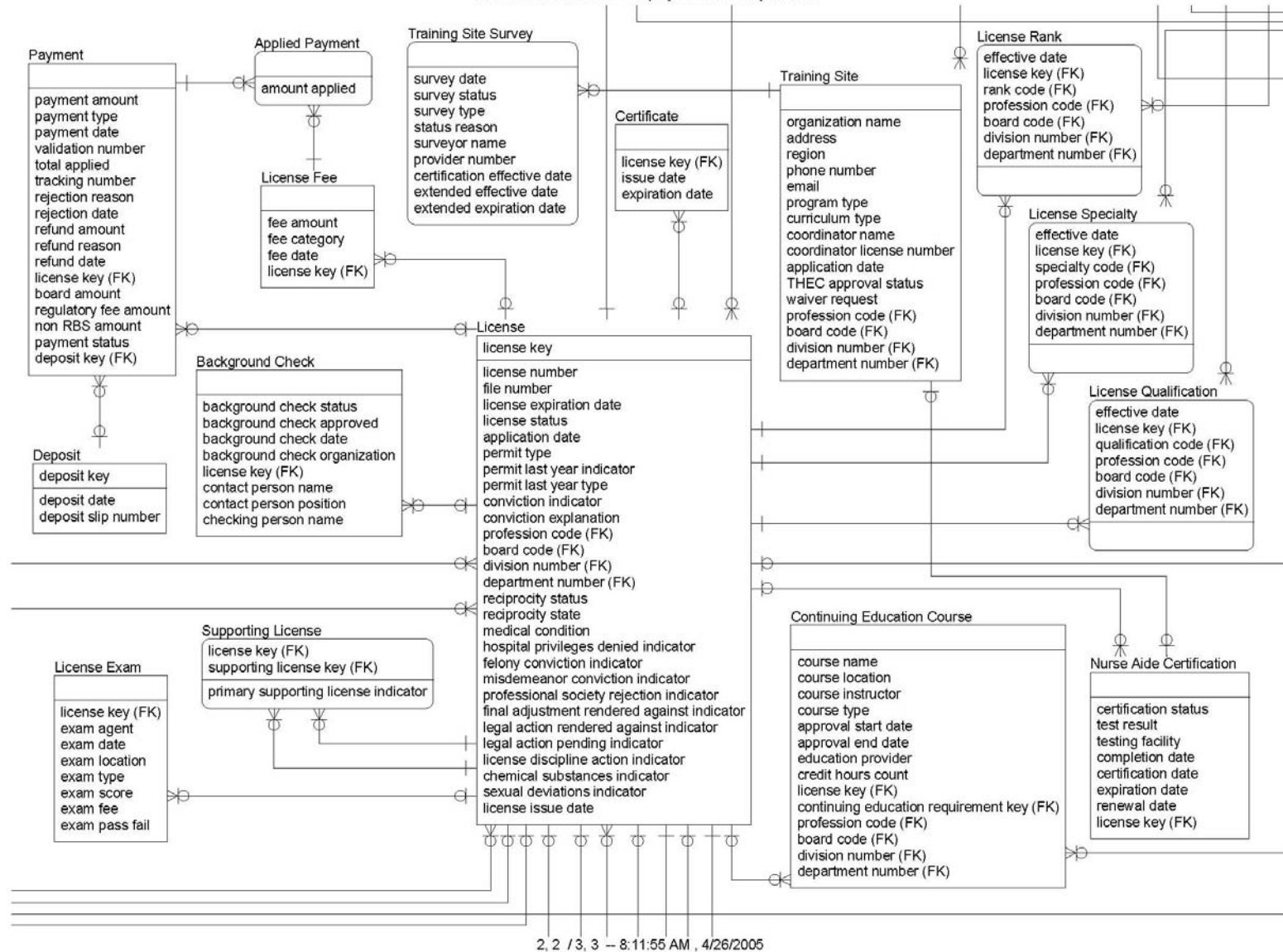
Relationships:

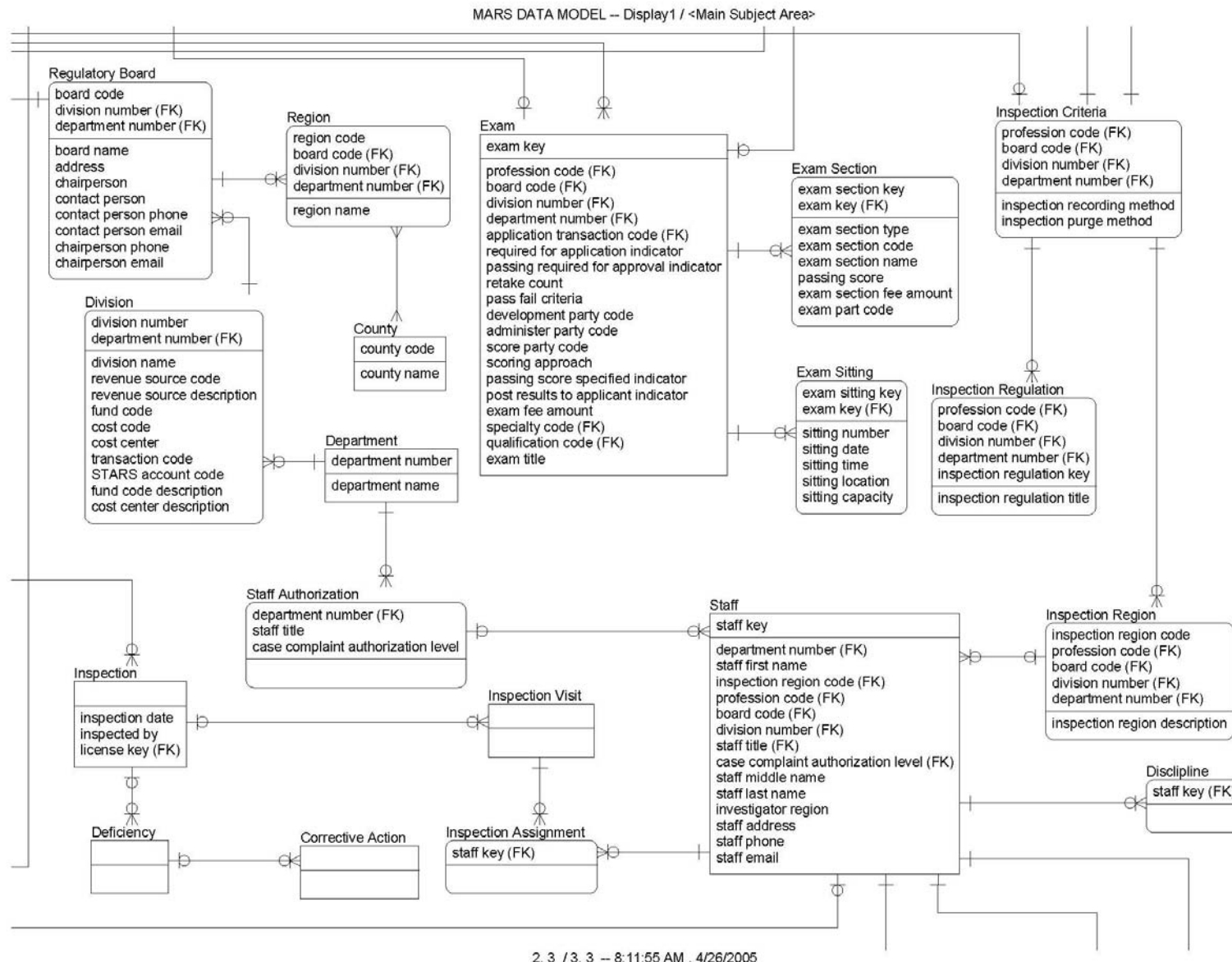
- Continuing Education Requirement** to **Rank**: Mandatory one-to-many relationship.
- Rank** to **Qualification**: Mandatory one-to-many relationship.
- Rank** to **Rank Pre-requisite**: Mandatory one-to-many relationship.
- Qualification** to **Qualification Pre-requisite**: Mandatory one-to-many relationship.
- Qualification** to **Qualification Fee**: Mandatory one-to-many relationship.
- Rank** to **Supporting Rank**: Mandatory one-to-many relationship.
- Supporting Rank** to **Specialty**: Mandatory one-to-many relationship.
- Specialty** to **Specialty Pre-requisite**: Mandatory one-to-many relationship.
- Specialty** to **Specialty Fee**: Mandatory one-to-many relationship.
- Specialty** to **Fee**: Mandatory one-to-many relationship.
- Fee** to **Fee Range**: Mandatory one-to-many relationship.
- Inspection Type** to **Inspection Discipline**: Mandatory one-to-many relationship.

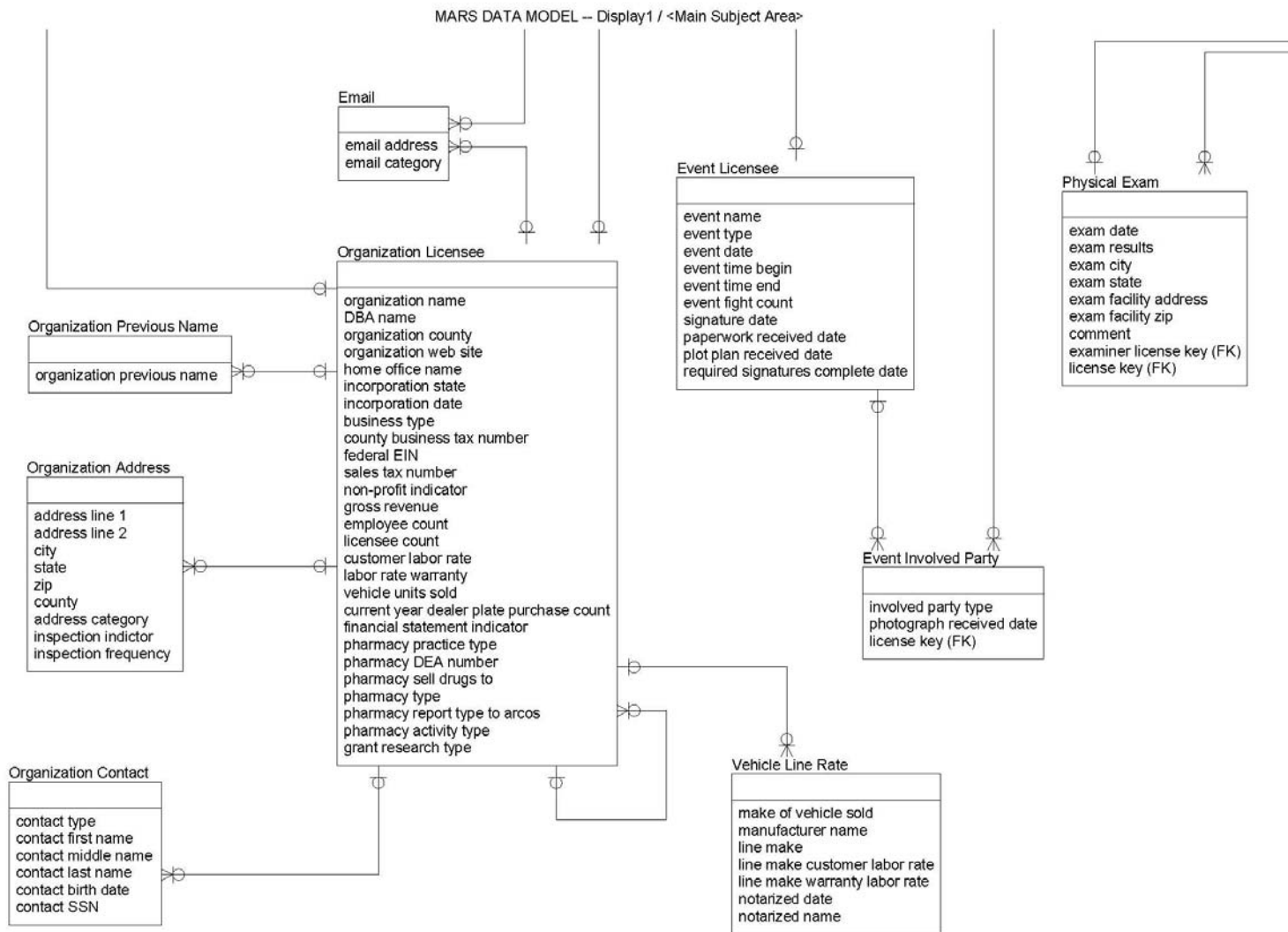
1, 3 / 3, 3 -- 8:11:55 AM, 4/26/2005



MARS DATA MODEL -- Display1 / <Main Subject Area>

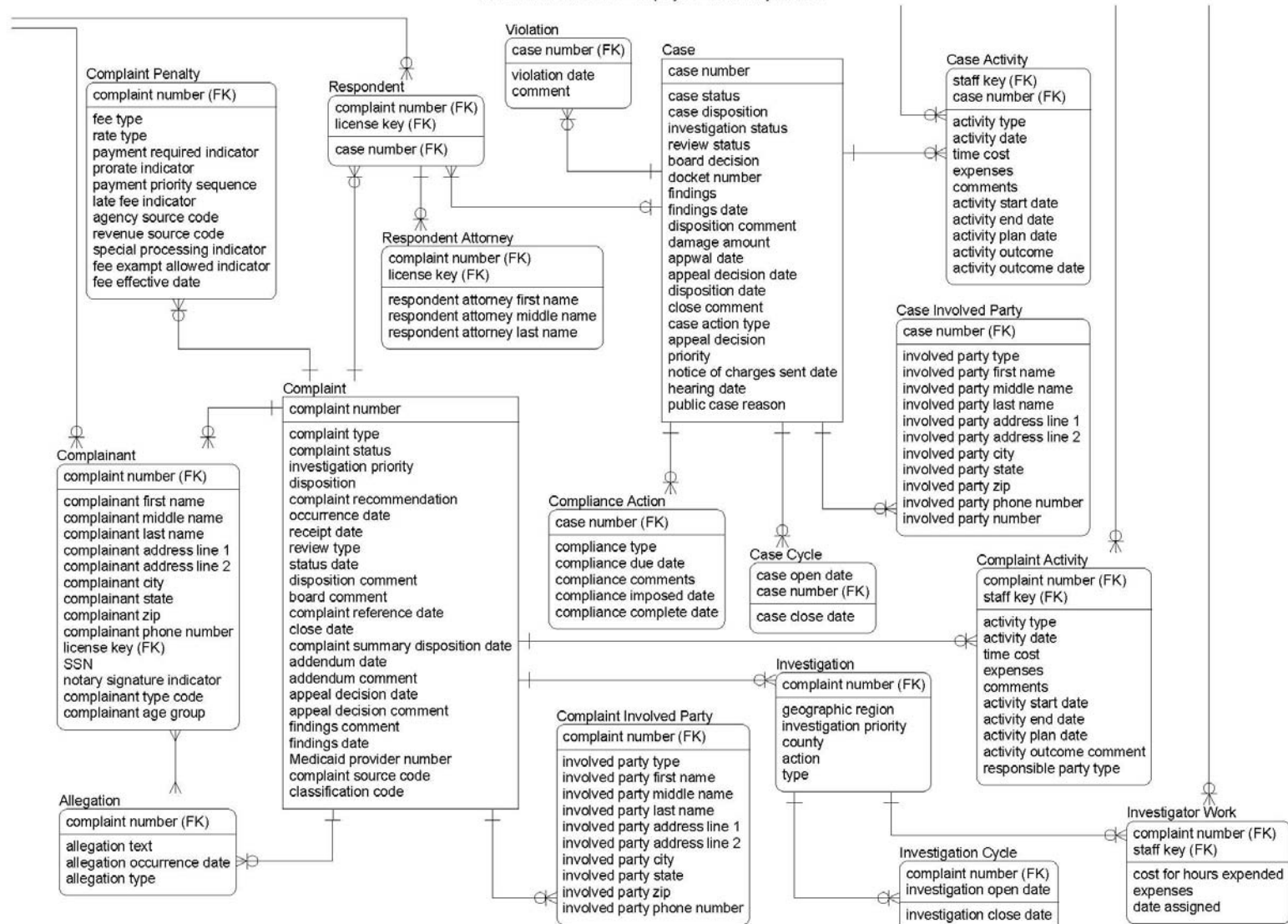






3, 1 / 3, 3 -- 8:11:55 AM , 4/26/2005

MARS DATA MODEL -- Display1 / <Main Subject Area>



3, 3 / 3, 3 -- 8:11:55 AM, 4/26/2005

Attachment C

Reporting Requirements

C. Reporting Requirements

C.1 Introduction

- C.1.1** Production of reports and documents is a requirement of the System. Reports and documents may be in hard copy or “soft copy” – electronic – form, with the capability for printing in hard copy form when required.

The goal of the State is to have a system that places much of the information at the staff's disposal. Users must have the ability to sort, organize and view data so that it becomes useful information. This document identifies requirements for the System, including standard system reports, correspondence for licensees, and an ad hoc reporting capability.

- C.1.2** Conceptually, there are four (4) basic reporting types that are to be provided:

Fixed System Reports are classified as complex and process intensive. These reports have fixed parameters and selection criteria. The columns, totals, and data fields are all previously selected and these reports are fully integrated with the database. They may be run on a recurring basis, both on-line and overnight, in batch processing mode. The specific reports required are listed by title with brief descriptions at C.3.

System Standard Letters, Forms, and Labels are required of the System. These are discussed in more detail at C.4

Ad Hoc Reports. This requirement is for a State approved reporting tool to develop in-house reports on as needed basis with no restrictions on the selection criteria. These reports are not fully integrated with the database, as they use a reporting tool which interfaces with the database. These reports do not have fixed values, or selection criteria, but are supplied at run-time by the user. Information Systems staff and a minimal number of sophisticated Board users can create these reports through a read only access role to the MARS database. See C.5.

Dynamic System Reports provide uniquely flexible reporting for the MARS application and database system. They may be run on a recurring basis, both on-line and overnight, in batch processing mode. This requirement, as described in Section C.6, must provide for the creation of simple and complex views utilized for report generation. This tool will be used primarily by end users.

C.1.3 Reporting requirements mentioned in other places.

The following are requirements that are discussed in more detail elsewhere in the document.

In the Business Requirements (Contract Attachment A) certain system reports are described, e.g. in the Financial requirements section, and these descriptions are not wholly repeated here.

In the Interface Requirements (Contract Attachment D), at section D.3.1.2 the printed “barcode sheet”, is discussed. This “report” is an integral part of the interface to the imaging system.

C.2 Reporting capability.

The Contractor will provide a system that will include the ability to access a standard inventory of reports (tailored for a specific Bureau function) and the ability to create an ad hoc reporting capability, for use by both IT and end user personnel, in the preparation of reports for future management reporting needs, exception reports, or the creation of standard reports to meet future requirements.

C.2.1 Database available to reporting.

The reporting capability must be able to run reports and queries against the production data. Comprehensive data views will be pre-defined so that sensitive or inappropriate information is protected. For example, a profession that has patient information that is isolated and limited to authorized viewing. The Contractor will create all data views necessary to produce the required reports; the State will create data views as necessary for reports written by the State using the ad-hoc report capability.

C.2.2 Security of access to the reporting capability.

Contractor must provide security measures that will prohibit unauthorized individuals from accessing the ad hoc report option of the system.

C.2.3 Security of access to data using the reporting capability.

Contractor must provide role base security to be employed to manage the information the staff may access. For example Health Related Board staff would be restricted from access and reporting on Health Care Facilities and / or the Nurse Aide function.

C.2.4 General Reporting Requirements: Distributed reporting and visualization.

C.2.4.1 The MARS application must distribute data at the disposal of its users so the data can be displayed as meaningful information, in the form of reports, graphs, and spreadsheet.

C.2.4.2 The MARS application must allow users the capability to organized, create, distribute, log and save lists and reports.

C.2.4.3 The MARS application must provide a report menu that provides the user community real time reports and standard reporting formats such as monthly reports.

C.2.4.4 The MARS application must have the flexibility and capability to allow individuals to submit and receive reports, documents (such as initial and renewal applications), letters and other information including, but not limited to via fax, Internet E-Mail or FTP.

C.2.4.5 The MARS application must allow the flexibility for the user community to manage the content and distribution of form letters.

C.2.4.6 The MARS application must have the capability to migrate the operational database to an optimized reporting structure for the use of analytical tools to provide flexible data reporting, data analysis and business forecasting.

C.2.4.7 The MARS application must have a report menu for standard reports that require the assimilation of data from numerous sources to create management level reports. Functional reporting will be located in the specific functional areas of the system. For example, investigative reporting will be located in the investigative module and licensing reporting will be in the licensing module of the MARS application.

C.2.5 The MARS application must all allow assigning network printer access to users.

C.2.6 The Contractor must provide for a comprehensive catalog of reports available to the user community.

C.3 Fixed System Report Requirements

The State required the vendor to include all reports listed below or their equivalents within the fixed-price for the MARS system as proposed.

The State welcomes the vendors to cross-reference the reports in Contract Attachment C, Section C.3 with the standard reports delivered with their proposed software solution.

The following is a list of reports that will be available in the new System. These reports must be produced using the System Reports reporting type described in C.1.

C.3.1 Pending Action Report

Lists within described date range, the status of all applications with a status code equal to "pending."

C.3.2 License List

A series of reports that provides various licensee information sorted by numerous user assigned sort criteria.

C.3.3 License Status Report

A list of Licensees by file number that provides License Number, name, status, and address information.

C.3.4 Mailing Label Extract

Select Board, profession, selection criteria and range for extracting licensee name and business address. The output format is a mailing label.

C.3.5 Certificate Issuance Report

Lists by Board, Profession within a data range licensee and certificate information.

C.3.6 License Purge Report

By Profession, lists all Licensees purged from the system, after verifying purge requirements have been met.

C.3.7 License Status Trigger Report

List by file number licensee information for individuals with a user specified status, who are past their trigger date.

C.3.8 Contact Tickler Report

By Board & Profession the file number, contact information, and notes for each licensee that has meet a condition that triggers a contact from the Board.

C.3.9 New Insurance Clients Report

By Board & Profession monthly report of licensees issued a license in the reporting month, including city and state.

C.3.10 License Status Report

Provides for a range of effective dates by profession and Board, old / new status and effective date of status change.

C.3.11 Lapsed Insurance Report (C&I Requirement)

By Board & Profession Licensee information including city and state for licensees whose insurance has elapsed.

C.3.12 License Profile Tracking Report

By board and profession, lists licensee information of individuals based on a wide range of user specified criteria.

C.3.13 Profile Questionnaire Report

By board and profession for profile questionnaire. Criteria for sampling is defined by user, includes file number, license, Licensee name, SSN and date questionnaire sent. Provides mailing label.

C.3.14 Licensee Profile Extract Report

Reports by Licensee Consumer Right to Know information.

C.3.15 Licensee Profile Confirmation Report

By board and profession, lists the licensee information for each individual receiving confirmation, along with the date issued.

C.3.16 Governor's Annual Report

By profession and board a summary of initial licenses, license activity, renewals, exams and inspections.

C.3.17 Inactive Open Case Report (Aged Case report)

By profession, provides complaint number, responsible individual and length of case inactivity.

C.3.18 Case / Complaint Summary Report

By profession, range of status dates with status, complaint number, and respondent information.

C.3.19 Compliance History Report

By compliance person, in a specified date range shows case number, respondent, compliance status due date and date compliance was satisfied.

C.3.20 Disposition Detail Report

By respondent for a specified date range, respondent information, case and complaint numbers disposition information.

C.3.21 Disposition Summary Report

Summary of disposition, by disposition date that includes incident date, allegation, case open date, disposition date and respondent information.

C.3.22 Activity Follow-up Report

By enforcement person, follow-up date activity description complaint number and respondent name.

C.3.23 License Profile Tracking Report

By board and profession, lists licensee information of individuals based on a wide range of user specified criteria.

C.3.24 Responsible Party History Report

By responsible party, shows priority, case action type, case status, case info including board, profession and respondent name and SSN.

C.3.25 Activity Chronology Report

By complaint, shows complainant, respondent, incident date, status and a list of activities taken against the complaint, including start date, end date, follow-up action and responsible person.

C.3.26 Responsible Party's Load Report

For each responsible party, by complaint or case status, complaint & case number, profession, file number & respondent name.

C.3.27 Unassigned Investigations by County

By county, investigations of complaints that are not assigned to an investigator, includes priority, investigation requested date, complaint number, respondent name, & profession.

C.3.28 Incomplete Investigation Report

By investigator, lists complaint, priority, county of allegation, case number and respondent information.

C.3.29 Investigation Summary Report

By investigator, for a user defined reporting period, shows complaint, priority, investigation request date, completion date investigation and respondent information.

C.3.30 Board Consultant Assignment Report

By Board Consultant, is listed the complaint & case number, status, current status date, and respondent information.

C.3.31 Discipline / Violation Report

By board and profession, a list of each valid discipline / violation, the disposition date, case number license number, respondent name and responsible person.

C.3.32 Complaint Detail Report

By board, department, responsible party; displays status date, status, date complaint was received, respondent file number, complaint & case number and last activity description & date.

C.3.33 MR Received Report

By board, display the complaint number, complaint, complaint status, complaint dates, respondent name license number license status and related case(s).

C.3.34 MR Board Preview Report

By Board, for defined review dates, complaint number, date received, respondent name, license number and status, and related case(s).

C.3.35 Disciplinary Detail Report

By board and profession, provide respondent information and case number, discipline, discipline begin date and discipline end date.

C.3.36 Batch Cash Entry Report

By date, for a specified date range, shows deposit date, deposit number, deposit amount, batch number, batch id, and detail information per check, total number of deposits and total check amt.

C.3.37 Payment Problem Report

By board and profession and file number, shows the payment number, transaction number, check amount and the source processing the payment (web, Dept. of Revenue, Dept of Health Cash Office).

C.3.38 Payment Audit Report

By board and profession for a specified time period, shows funds credited to the profession, less refunds to show a current balance for the specified time period.

C.3.39 Cash Receipts Detail Report

By board and profession, shows the for each date, the deposit information, validation number, amount and total amount of fees.

C.3.40 Bad Check Report

By Board and profession for a user specified date range, shows deposit information, individual, deposit date, check amount & total dollar amount.

C.3.41 Exam Register

By board and profession, report for each exam, the time, location, exam information and name address file number and pass / fail status of the exam for each individual

C.3.42 Exam Summary Report

For each board and profession, provide file number, licensee information, exam and exam status

C.3.43 Renewal Report

This report provides a list of educators provided to each Local Education Agency (LEA) indicating employees whose licenses must be renewed at the end of the current school year.

C.3.44 Permit Report

The report is provided for designated recipients within the Department of Education. The Permit Report (a permit is defined as a certificate [not a license] issued to the school system by the Commissioner of Education when there is no other eligible educator available for the classroom) provides information that will go on the School Report Card; i.e.: how many permits are issued for school systems and what endorsement area they are issued.

C.3.45 Transaction Report

This is an internal report that is reproduced monthly that indicates the number of each type of license that is issued/renewed during the given month.

C.3.46 Report of Licensed Educators

This report provides a list of employed teachers and is prepared upon request for an Local Education Agency. The report provides the names, licenses, certificates and endorsements for each certified employee.

C.3.47 Report of Persons with Flagged or Revoked Licenses

This report provides a list of licenses that have been revoked or flagged.

C.4 Standard System Letters, Forms, and Labels.

The System must have the capability to produce standard letters, forms, and labels for use in communications with licensees and others.

C.4.1 Form Letter Capabilities.

The System will include the capability to produce a variety of form letters. These letters must be generated for an identifiable group of licensees (or other entities) or manually requested for a single addressee. (The current RBS uses mainframe letter generation software and Advanced Function Printing to generate many (550+) of these letters; Contractor must provide for an equivalent capability or must incorporate the existing interface to the Data Center printing capability.) The State must specifically approve the design of the solution to this requirement before the Construction Phase.

C.4.1.1 Letter Definition

The System must include the capability for the definition of letters, including:

- Definition of Letter Purpose

- Maintenance Letter Master Header and Template

- Maintenance of "canned" text for use in multiple letter templates

C.4.1.2 Data Inserted into Letters

The System must include the capability for the insertion of data from the database into form letters, and the capability of computing additional data from database data elements.

C.4.1.3 Letters customized to Board and Profession.

The System must include the capability of relating Letter Templates to a specific Board or Profession, and use the correct version of the letter when generating a letter for a licensee.

C.4.1.4 Records of Letters Generated

The System must have the capability of producing a list of letters generated for a specific addressee, and to reproduce the letter on demand.

C.4.2 Standard System Generated Form Letters

The following is a list of letters that must be produced by the system on a periodic basis, to a group of addressees identified by license status criteria.

C.4.2.1 Renewal applications

Periodically, as frequently as daily, the system queries the database for all licensees in selected professions whose license is up for renewal. For each licensee found, a renewal application is generated and mailed to the licensee.

C.4.2.2 Profile Deficiency Letters (monthly)

For each licensee submitting a license renewal, where a *Right-To Know Profile* is required, but not received, provide a profile-deficiency letter that informs the licensee of the requirement to submit the profile information prior to the issuance of a license renewal.

C.4.2.3 Letters/Emails/Facsimiles

Regarding Certification Letters/Clearance Letters, must include additional information on the letter:

State prepared for.

Lines of authority and qualifying date for each (modifiers)

Method of qualification (coded from Qualification Code on system)

Commissioner's signature and seal

Letters are also issued for the following:

Temporary License for producer - Producer name, ID number, producer address, method of qualification, insurance company name, effective and exp date, how many days license is good - 30 days, 60 days, 90 days, education provider number, commissioner's seal and signature.

Title Agency License - name, address, effective date, commissioner's signature and seal.

C.4.3 User Requested Form Letters to Licensees or other addressees

Each Regulatory Board has their set of unique form letters that are used during their licensing life cycle. On average, there are approximately 12 different form letters per Board. The wording of the letters and the data elements inserted into letters may differ slightly between Boards. The Department of Health letters will differ slightly from the Departments of Financial Institutions and Commerce & Insurance letters, while the Investigative and Enforcement bureau has a unique set form letters. The required form letters include:

C.4.3.1 Department of Health, Health Related Boards:

1. Initial Approval
2. Renewal Notification
3. Initial Approved Reinstatement
4. Failure to Renewal License Revocation
5. Reinstatement / Reactivation
6. Retirement Affidavit Acknowledgment
7. Standard Deficiency
8. Standard Verification
9. Disciplinary Verification
10. Continuing Education Requirements

C.4.3.2 Department of Health, Health Care Facilities

1. Change of Ownership
2. New Facility Licensure Approval
3. Renovation Occupancy Approval
4. Closure of Facility
5. Administrator Change
6. Bed Count Decrease
7. Bed Count Increase
8. Facilities Name Change
9. Notice of Non-Renewal of Facility License

C.4.3.3 Department of Financial Institutions

1. Initial Approval
2. Renewal Notification
3. Initial Approved Reinstatement
4. Failure to Renewal License Revocation
5. Reinstatement / Reactivation
6. Retirement Affidavit Acknowledgment
7. Standard Deficiency
8. Standard Verification
9. Disciplinary Verification
10. Continuing Education Requirements

C.4.3.4 Department of Commerce & Insurance

1. Initial Approval
2. Renewal Notification
3. Initial Approved Reinstatement
4. Failure to Renewal License Revocation
5. Reinstatement / Reactivation
6. Retirement Affidavit Acknowledgment
7. Standard Deficiency
8. Standard Verification
9. Disciplinary Verification
10. Continuing Education Requirements

C.4.3.5 Department of Education

1. Initial Approval
2. Renewal Notification
3. Advancement Notification
4. Amendment Notification
5. Standard Deficiency
6. Testing Deficiency
7. Alternative License Deficiency
8. Advancement Deficiency
9. Occupational Deficiency
10. Out of State Deficiency
11. Renewal Deficiency
12. Disciplinary Notification
13. Continuing Education Requirements
14. Appeal Process Response
15. Online Institution Survey

C.4.3.6 Complaint / Investigation:

The Bureau of Investigations has approximately 60 unique letters. In addition to letters to licensees, this group includes letters to other parties, e.g. complainants, known to the System. The letters fall into the following general classifications:

1. Investigation
2. Board Consultant
3. Administrative
4. Investigations Memo
5. Health Care Facilities Memo
6. District Attorney
7. Referral to Another Government Agency

C.4.4 License Certificates.

C.4.4.1 Certificate Definition

The System must include the capability for the definition of certificates, including the wording, graphics, and facsimile signatures.

C.4.4.2 Data Inserted into Certificates

The System must include the capability for the insertion of data from the database into certificates, and the capability of computing additional data from database data elements.

C.4.4.3 Certificates customized to Board and Profession.

The System must include the capability of relating Letter Templates to a specific Board or Profession, and use the correct version of the letter when generating a letter for a licensee.

C.4.4.4 Records of Certificates Generated

The System will have the capability to record the generation of Certificates.

C.4.5 Labels.

The System will have the capability to print labels, for licensees selected by various criteria, including profession. The process will be:

For each batch of labels, select the profession or professions required.

For each *batch of labels* select an optional *label-reporting period* with a *label-begin-date* and a *label-end-date*.

For each *batch of labels*, select the *label selection criterion* that makes the *batch of labels* unique.

Store the *label selection criterion* in the Labels data store. Include *label-creation-date*, number of labels generated, and the individual requesting the labels.

C.5 Ad Hoc Reports

C.5.1 General

The system must include a State Standard Ad Hoc Report Writing package. The following reports are presently in use, developed in the current Report Writers, and must be converted to the new Reporting package, or functionally replaced by a reporting capability of another type. (The titles only are listed by functional area; the complete report definitions will be made available to Contractor.)

C.5.2 Department of Health, Health Related Services

1. Open Applications
2. Status Count by Professions
3. Applications in process
4. Applications expired
5. Temporary Permits
6. Active, inactive, probation, retired & suspended Fail-to Renew (FTR) licensees
7. FTR bad checks
8. Deceased Licensees
9. FTR inactive
10. FTR probation
11. Civil Penalties
12. Certification of Fitness
13. Quarterly Report, Average of the past 3 month's Renewals

Reinstatements
Endorsements

14. Monthly Report, Month to date and year to date
 - Licenses By Region
 - License By Status Code
 - Permits
 - Reinstatements
 - Renewals
 - Renewed on-line
15. Newly Licensed List
16. Work Permit List
17. Voluntary Retired List
18. Reinstatement List
19. Failed to Renew List
20. Renewal Breakdown List
21. Status Totals by Profession
22. Initial Licensees By Profession
23. Reinstatements by Profession
24. New Modifiers by Profession
25. Renewal Breakdown By Profession
26. Status Total by Profession: include mailing address
27. Status Total by Profession: include practice address
28. Address List for Active Licensees
29. Address List for Active Licensees (export report)
30. Address List for Active Licensees (selected counties)
31. Address List for Active Licensees in Mid-TN region
32. Address List for Active Licensees in East-TN region
33. Address List for Active Licensees in West-TN region
34. Open Applications

C.5.3 Department of Health, Health Care Facilities

1. Monthly Report –
 - Number of licensed facilities and licensed beds in all professions that have beds

Number of licensed Residential Hospice facilities with number of beds
Number of licensed facilities that do not have beds.

2. Listing of closed facilities during the current month for Home Health Agencies.
3. Listing of hospitals that have satellites with the satellite hospital's address and telephone number.
4. Listing of hospitals to include name, address, administrator, telephone and facility owner.
5. Listing of hospitals indicating their modifiers
6. Listing of alcohol and drug facilities by rank.
7. Report of facilities with bed types.
8. Total number of Eligible patients by county.
9. Eligible patients by clinic.
10. Total number of eligible patients by clinic.
11. Duplicate social security numbers.
12. Listing of all Nurse Aides.
13. List of all inactive Nurse Aides.
14. Residential Hospices and Number of Beds
15. Facilities and Number of Beds
16. Closed Home Health Care Agencies
17. Status Totals by Profession
18. Hospitals and Satellite Addresses
19. Hospitals and Owners by County
20. Alcohol and Drug Facilities
21. Facilities and Number of Beds
22. Alcohol and Drug Facilities by County
23. Hospitals and Types of Beds
24. Facilities with Alzheimer Beds
25. Abuse Registry
26. Initial Tested and New by Reciprocity
27. Newly Licensed Listing

28. Failure to Renew Listing
29. C.N.A. Programs
30. Monthly Report (Nurse Aide)
 - Total number of individuals added to the nurse aide registry for a particular month.
 - Nurse aides with an active status, with an inactive status, and revoked.
 - Total number on the registry for inception active, inactive, revoked, deceased and number of applications in process.
 - Total number of nurse aide training programs approved during the month,
 - Total of inactive due to not providing classes
 - Total number of inactive programs for substandard care.
 - Total number of programs operating under a waiver,
 - Total number that are active and approved
 - Total number that are inactive due to no classes
 - Total number that are inactive due to substandard cared.
 - Listing of Nurse Aide training programs with their address and status codes.
 - Listing of all active Nurse Aide training programs broken down by region
 - Listing of active Nurse Aide programs broken down by type.
 - Listing of Nurse Aide programs that will expire in a given time frame
31. Methadone Registry by Assigned Clinic

C.5.4 Department of Health, Emergency Medical Services

1. Status Totals by Profession
2. Initial Licenses by Profession
3. Renewal Totals by Month
4. Web Renewals by Profession
5. Status Totals by Rank for EMS Personnel
6. Upgrades for EMS Personnel
7. Reinstatement Totals by Profession
8. Status Totals by Rank for Previous Month
9. List of Ambulance Services and Vehicles
10. Profession 701 Services Listing
11. Profession 701 and Assigned Medical Doctors
12. Random Audit Listing
13. Address List
 - Address by County List
 - Addresses by Region
14. Initial Licensees Summary

C.5.5 Complaint / Investigation

1. Investigations by Investigators
2. Recent Filed Complaints by Profession
3. Recent Filed Complaints by Profession and Allegation
4. Recent Filed Complaints by Profession and Region
5. New Complaints By Profession
6. Recent Closed Complaints
7. Total Open Complaints by Year by Profession
8. Total Open Complaints by Profession
9. Status 4 Complaints by Region
10. Status 8 Complaints by Investigator
11. Recent Open and Closed Complaints Report
12. Complaints Referred to OGC
13. Activity History
 - Status 5
 - Status 2
 - Detailed Activity History – Status 7
14. Year-to-Date Open Complaints by Month

C.5.6 Office of General Counsel

1. New Open Cases, by Board
2. Total Open Cases in OGC, by Board
3. Total Open Cases, by Year, by Board
4. Open Cases
 - By Board by Year Listing
 - By Responsible Party
5. Activity Report
 - By Status
 - With No Responsible Party
 - By Respondent
6. New Open Cases by Month
7. New Open and Closed Summary

8. Closed Cases
 - By Board with Disposition Counts
 - By Board Closed Cases
 - By Board Closed Cases
 - By Board Closed Cases with Disposition
 - By Responsible Party
 - By Profession, by Month
9. Complaints Referred to OGC
10. Complaints Referred to OGC, Without Corresponding Case
11. Disciplinary Action Summary

C.5.7 Department of Financial Institutions

1. Applications (transactions) with unpaid fees. The report needs to allow the user to select transactions by type or all. The report should be by profession, sorted by transaction type/code.
2. An inspection report by investigator or region with the last exam date for each licensee.
3. Cash Receipts Summary report function with a breakdown by transaction types/codes with totals for each and grand total.
4. An inspection report for licensees by investigator or region.

C.5.8 Department of Education

1. The number and types of transactions processed by each user.
2. Query by any data field to supply reports for surveys and research projects.
3. Reports on the amount of time from the receipt of an application until issuance of the license.
4. Specialty or statistical reports that are requested seeking specific data about a licensee.

C.6 Dynamic System Report requirements

Uses views to resolve complex relationships and provides simple reporting capability. The following 3 sections describe the required process.

C.6.1 Create the View

From these data sources, the Contractor must provide the capability to create simple logical views and complex physical views. The logical views will be created from simple SQL views in the DML of the RBS Replacement database including the profession specific data discussed in Attachment B, Data Requirements, Section B.10: User Extensible Information (UEI). The resulting views remove the necessity for complex user data navigation and extensive data dictionary knowledge by creating a view that appears to be a flat table with easily understood field names that may differ from the original.

The second set of views will be the complex, physical type created programmatically from user selection criteria to dynamically form the view or a temporary table. The Contractor must train the Division IS staff to create and maintain views.

C.6.2 Create the Report

Select a view to use as a source for the report or copy an existing report format and modify it (if a user has a level of security to permit this option).

Select the columns to be utilized in the report that actually appear in the final printing or just utilized in the creation process for sorting or other purposes.

Select the column sorting options from 1st to nth, and ascending or descending order.

Select filters on columns including, but not limited to greater than (>), less than (<), not equal to (!= or <>), greater than or equal to (>=), less than or equal to (<=), and wild card operators such as *, ?, or #.

Select group by, subtotal, average, minimum, maximum, or mean criteria. Subtotals will be limited to 5 levels deep.

Save the report definition by name in a manner that equates to the hierarchy of the system including by person, profession, Board, Division, or Department.

Select format for the type of report output file.

C.6.3 Run the Report

Users must be presented with a list of reports by hierarchy that they are allowed run such as by person (the user's personal reports), profession, Board, Division, or Department depending upon the user's role or security level.

Allow the user the option to modify the original report filter criteria.

Permit the user to run the report immediately or tonight, nightly, weekly, monthly, quarterly, or yearly.

Allow the ability to run online/synchronously or batch/detached/asynchronously (some reports may only run asynchronously at night if they are too processor machine cycle intensive).

Allow the user to update output type (.txt, .xls, xml, .pdf, tab-delimited, .rpt, and Word (mail merge or labels)).

Allow the ability to archive report results to the document management system.

Permit the user to choose the printer and the physical location.

Allow the user to determine how many copies to print.

Permit the user to have asynchronous control over the printing process and monitor its activity and queue status.

All reports must conform to role-based and hierarchical security. Programmatic security must be present on those reports available to the public.

C.6.4 Required Reports for the Dynamic System Reporting tool.

The reports in the following sections are presently in use, developed in the current Report Writers, and must be converted to the new Dynamic System Reporting tool. (The titles only are listed by functional area; the complete report definitions will be made available to Contractor.)

C.6.4.1 Department of C&I, Architect & Engineering

1. Registrants and engineer interns
2. Registrants and engineer interns with e-mail addresses (for mass e-mail distribution)

3. Engineering registrants who took exam in Tennessee in a particular discipline
4. Engineering exam candidates by discipline
5. FE and PE exam candidates scheduled for a particular exam administration
6. Architectural, engineering, and landscape architectural firms
7. Registrants who changed statuses and places of employment
8. Revenue and tracking (types of revenue received)
9. Statistics for performance measurement for strategic plan
10. Enforcement list

C.6.4.2 Auctioneer

1. License Status Counts
2. Unassigned Payments
3. Renewal Fee Paid Report, sorted by name for all open renewal transactions
4. Firms with Non-Auctioneer Owners
5. Complaint, sorted by Complaint #; complaint status; and Profession
6. List of Auctioneers with 4 or more Apprentices (supporting license)
7. List of Approved Continuing Education Courses
8. List of Providers for Auctioneers and number of Continuing Education hours taken
9. List of County by zip code
10. Look-up by partial firm name

C.6.4.3 Collection

1. List of all Expired Licensees w/ Mailing Addresses for the following ranks:
 - a. location managers
 - b. agencies
 - c. branches
2. List of all Active Licensees for the following ranks:
 - a. location managers
 - b. agencies
 - c. branches
3. List of all Licensees sorted by license status for the following ranks:
 - a. location managers
 - b. agencies
 - c. branches
4. List of all "Active/Open" Complaints w/status

C.6.4.4 Employee Leasing

1. License Status Count—In and Out of State of Tennessee
2. Unassigned payment
3. Expiry
4. License renewal issuance
5. License issuance
6. Status pending
7. Status change

8. Complaint
9. Performance measures for Strategic Plan

C.6.4.5 Funeral Board/Burial Services

1. Establishments in county sequence with license number, name, manager, business address, phone number and last inspection date
2. Establishments in county sequence with name, manager, and mailing address
3. Funeral directors and embalmers in alpha sequence with name, and mailing address
4. Funeral directors and embalmers in alpha sequence with license number, name, mailing address, and phone number
5. Funeral directors and embalmers in county sequence with name and mailing address
6. Cemeteries with name, manager, mailing address, and phone number
7. Establishments one (1) day after expiration of license
8. Establishments sixty-one (61) days after expiration of license
9. Funeral directors and embalmers one (1) day after expiration of license
10. Funeral directors and embalmers sixty-one (61) days after expiration of license

C.6.4.6 Geology/Land Surveyors

1. Expired licensees
2. Active and inactive licensee list
3. Mailing labels
4. Listing of retirees
5. Deceased licensees
6. Licensees who have withdrawn their licenses

C.6.4.7 Pharmacy

1. Open Complaint Listing by Complaint #
2. Closed Complaints listing by Complaint #
3. Pharmacy/Pharmacist In Charge Listing for Area 1, Area 2, Area 3, Area 4 and Area 5
4. Manufactures, Wholesaler, Distributor for Area 1, Area 2, Area 3, Area 4 and Area 5
5. License Status count
6. Expired License Labels
7. Healthcare Right to Know Act Labels
8. Count of Active Pharmacies by Practice Type
9. Drug Theft or Loss
10. Completed Drug Destructuations

C.6.4.8 Real Estate

1. List of Firms with affiliated licensees, for auditors, includes inspection information
2. Number of licensees in a particular status with a particular rank
3. Newsletter Mailing Labels
4. TREC Manual Labels
5. Affiliate Brokers Needing Education
6. Letter to Affiliates About Course for New affiliate, 60 prior, Cease and Desist
7. Continuing Education / Core Course Letter 8 Months, 5 months
8. Broker Education Letter Notice that Only 6 months remain before deadline to complete education
9. Expired Alternative E&O Insurance, notice to send renewed coverage

C.6.4.9 Real Estate Appraisers

1. List of all "Active/Open" Complaints w/status sorted by Date Received
2. List of licensees with supporting license.
3. List of licensee by USPAP data (PSD-Date taken and hours)
4. List of Approved Providers w/ Approved Courses
5. List of licensees "active" sorted by Rank

6. Pending Applications
7. List of licensees by sex, birthday, and county
8. New licensees and renewals within a month

C.6.4.10 Security Industries

1. Certificate Issuance
2. Renewal Issuance
3. Unassigned
4. Open Complaints
5. Open Applications
6. Expired Licenses
7. Expired Applications

C.6.4.11 Private Investigators

1. Inactive Apprentice Report

C.6.4.12 Private Protective Services

1. Unarmed & armed Status Change List

C.6.4.13 Accountancy

1. Annual firm renewal log
2. Peer Review
3. 998
4. Cash batch
5. Unassigned
6. Status

C.6.4.14 Barber & Cosmetology

1. Shop for each Inspector
2. Request for shop listings from the public
3. Instructor list
4. Cosmetology school renewal request

C.6.4.15 Boxing and Racing

1. Boxing Result
2. Renewals
3. Address Labels

C.6.4.16 Contractors/Home Improvement

1. Complaint - Open
2. Complaint - Closed
 - Expiry - Open Transactions (over one year old)
3. County - List of Contractors for Individual Counties
4. Classification - Residential, Commercial, Mechanical, Electrical, Specialty
5. Renewal - List of licenses renewed
6. Status Changed - List showing licenses with revisions
7. New Licensee - List of all newly licensed contractors

Attachment D

Interface Requirements

D. INTERFACE REQUIREMENTS

D.1 Introduction

The System must provide for fully tested, documented and effective interfaces with various other systems operated by both the State and others.

D.2 Interface requirements mentioned in other places.

The following are requirements that are included elsewhere in the requirements and may bear on one or more of the interface requirements documented here.

In various places, the requirement to work with the State's Portal Contractor, the National Information Consortium (NIC) is mentioned.

In Contract Attachment F – Training Requirements: The requirements to train system administrators and others in the correct operation, problem diagnosis and correction, with respect to these Interface requirements.

In Contract Attachment H – Infrastructure and Standards: The method of connection and the XML requirement for the interface to the State Portal are discussed; this document contains additional details of this interface.

In Contract Attachment I – Program Management: The requirements related to design, development, and testing the System with respect to these Interface requirements.

D.3 Interfaces that operate in real-time or near real-time, with MARS processes, or which are bi-directional:

D.3.1 Interface to the Licensing and Regulation Imaging System (LRIS)

The Contractor must interface the System with the State's Imaging System.

The Image Retrieval and Display functions of LRIS are to be supported by the System in a manner acceptable to the State, retaining only the security functionality, described below.

The Document Capture, Indexing, and Storage functions of LRIS are not to be affected by the design of the System, except for the change in the source of the barcode page identifying documents to LRIS.

D.3.1.1 Access to Images of Documents Stored in LRIS

The Contractor will provide a browser based interface to the State's current imaging system, the LRIS. This interface must provide the capability of displaying imaged documents associated with a (1) licensee, the (2) profile for a licensee, a investigation (3) complaint or (4) a case. These categories are called Document Types.

This interface must maintain the security features of the current RBS: the user's access rights to the documents in the LRIS is an exact parallel to the user's access rights in the current RBS. That is, a user who can display data in the current RBS related to a licensee can also view images associated with that licensee; a user who can view the profile of a licensee can view images associated with that profile, etc. Users have no direct access to LRIS, nor can they view images unless they have access to the corresponding data in the current RBS.

Details about the software used by LRIS (FileNet) are in Contract Attachment H – Infrastructure and Standards Requirements.

D.3.1.2 Print Barcode Page

The System must provide for printing of a barcode page that is used to facilitate scanning of the index information into the Imaging System. This process creates a printed page that is placed on the front of the documents, creating a “header” that is scanned with the documents to provide batch separators and document identification. The data on the barcode page includes the document class (always “LRIS”) document type (License, Profile, Case, and Complaint), profession code (for indexing), file number (for indexing), retention period, and page count (for document scanning control).

D.3.2 Interface to the State Portal

The System must provide an interface to an existing web application that, together with MARS, provides licensees the capability for the renewal of an existing license over the Internet and for making changes to certain information about the licensee.

D.3.2.1 Transactions with the State Portal

The transactions in the table below are exchanged between the current RBS and the State Portal. Communications between the current RBS server and the NIC server are facilitated with XML schema defined data structures using socket-based connections. There are seven XML schema definitions that are used, six define the data structures used for communication between NIC and the current RBS, and one is used to globally define data structures shared between the other six. The six transactions used in this interface are:

Authentication Request	This transaction contains the data sent from NIC to RBS to request licensee information. The current RBS must process this transaction in real time and return the Authentication Response transaction
Authentication Response	This transaction contains the data sent from current RBS to NIC in response to an associated Authentication Request. This data includes information about the licensee, and, if a renewal of the license is possible, information about the fees due for renewal and questions that must be answered as a part of the renewal process.
License Change	This transaction contains the data sent from NIC to RBS to indicate changes entered by the licensee over the web. The current RBS must respond to this transaction in real time, by returning a License Change Ack transaction. The transaction must be stored for subsequent processing, and processed later, on a processing schedule determined by the profession.
License Change Ack	This transaction contains the data sent from the current RBS to NIC to acknowledge the receipt of the associated License Change.
License Renew	This transaction contains the data sent from NIC to RBS to indicate renewal payment by the licensee over the web. The current RBS must respond to this transaction in real time, by returning a License Renew Ack transaction. The transaction must be stored for subsequent processing, and processed later, on a processing schedule determined by the profession.
License Renew Ack	This transaction contains the data sent from the current RBS to NIC to acknowledge the receipt of the associated License Renew.

D.3.2.2 Processing of Transactions from the State Portal

The License Change and License Renew transactions will be queued and subsequently processed on a time schedule (one for each transaction) determined by the profession. The time schedules can range from “nearly immediate” to “once a day, at a predetermined time.”

The processing requirements for these transactions, and associated control functions related to these transactions, are described in the Business Requirements.

D.3.3 Interface to the Interactive Voice Response (IVR) System

MARS will provide this interface by supporting direct ODBC calls from the IVR system. (The current RBS interface to the IVR system uses a terminal emulation and screen scrapping interface to extract information from the current RBS. The IVR system will be modified by the State to use an ODBC interface.)

D.3.4 Interface to the System database via ODBC,.NET or J2EE data provider services

The system must provide for any Microsoft .NET (ODBC, OLEDB, SQL Client, Oracle Client) or J2EE data provider compliant software, the ability to make calls to the MARS database. Access controls must be in place to assure that connectivity to the data, through any of these database service providers, is managed based on the appropriate authenticated role of the user. All standard Microsoft .NET or J2EE database provider functions must be supported in this interface including, but not limited to; select, create, insert, update, and delete

D.3.5 Inquiry into National-Data-Repositories

The system must provide for National-Data-Repository (NDR) inquiries to verify background checks using applicant-name and/or SSN to insure a correct match, and post any criminal history related to the applicant name and/or SSN.

D.3.6 Investigation and Litigation Cost Tracking

The System must provide for an interface to provide licensee, complaint, and case information to a system, currently under development, that provides information related to Investigation and Litigation Cost Tracking.

D.4 Interfaces that operate as one-way data feeds to MARS from other systems:

D.4.1 Revenue Input File.

The System must process payment information received from the Department of Revenue. Revenue receives and processes renewal payments sent by licensees by mail, depositing the money and passing on to the System a file of payments received, with 69 character records, generated from “scan lines” printed on applications by the System. This file, containing about 10 fields, is used to post the payment to the correct renewal application in the System. This file is produced daily.

D.4.2 Nurse Aide Test Results

The System must process a file of test scores by generating an initial application for the licensee, and updating other data elements.

The processing requirements for these transactions, and associated control functions related to these transactions, are described in the Business Requirements.

D.4.3 EMS Test Scores

The System must process a file of test scores by updating appropriate licensee records.

The processing requirements for these transactions, and associated control functions related to these transactions, are described in the Business Requirements.

D.4.4 Business Organization Status Change from Secretary of State of Tennessee

Automatic notice from the Secretary of State Business Filing Database updating MARS Business Organization Status Changes

D.4.5 Continuing Education Information, Examinations and Vendors

Vendor Responsibilities

Approves Providers - downloads info to the State system (provider number is assigned by vendor)

Approves CE Courses - downloads info to the State system (course number is assigned by vendor)

Sends out and processes annual renewal of Provider - downloads renewal info to the State system

When an agent completes an approved course, the education provider submits the required information to the vendor. The vendor then downloads the information to the State records, which will update the agent CE data. These downloads should update the MARS system on a periodic, as needed basis.

Note: Fire Prevention/Administrative Services/Permits and Licensing Unit approve continuing education course providers and course curriculum and assigns course numbers. Fire Prevention does not contract with a vendor for this approval, but contracts with vendors to provide continuing education courses. Fire Prevention does not necessarily renew annually with these providers. These providers may continue to provide the same course with the same course number year after year unless the course curriculum or instructor has changed.

Other entities that interface with MARS are as follows:

Approved Contractors

Education providers

Continuing Education

The system should allow for Continuing Education (online/real time) batch processing. Need the ability to interface with "education providers".

Exam Providers

Need the ability to enter exam results in both real time and in batch processing mode and generate letters based on these results.

D.4.6 Manufactured Housing Decals and Inspections

The system must have the ability to receive and store information pertaining to decals/inspections via any electronic means, i.e. email/facsimile/ftp.

D.4.7 Alternative and State Insurance Coverage

The system must have the ability to receive and store information pertaining to State and Alternative Insurance Coverage:

State Insurance Coverage:

- Effective date
- Expiry date
- Insurance source

Alternative Coverage:

- Effective date
- Expiry date
- Insurance source
- Policy number
- Vendor name
- Individual Policy Yes/No

D.4.8 Education Testing Service (ETS)

The system must have the ability to receive the PRAXIS series testing scores, test code numbers and the dates tests were taken as required for licensure and highly qualified teacher status.

D.5 Interfaces that operate as one-way data extracts from MARS to other systems:

D.5.1 License Verification and “Right to Know” (or Licensee Profile) web pages.

The System must provide this interface, consisting of a number (about 20) of extracts of basic licensee data and profile data. These files are produced daily.

D.5.2 Licensee Information for various other systems

The System must provide interfaces to a number of systems (about 20) that depend on extracts of licensee data. Each of these files consist of one record per licensee selected by various criteria, and contain basic licensee data, in a format unique to each file. These files are produced on various frequencies from daily to once per year:

- Deadbeat Dads Extract File (to the Department of Human Services, 1/year)

- EDS/TennCare Medical Provider File (to TennCare, weekly)

- (multiple) Disciplinary Actions Files (to national associations, frequency varies)

- Medical Provider Extract for Health Statistics (weekly)

- (multiple) Specific Profession Extracts (frequency varies)

D.5.3 Reference Table Information for NIC

The System must produce, as needed, when the information is changed, a file containing the current values of department, division, board, and professions. This file is used by the State Portal to validate these data in the on-line web license renewal application.

D.5.4 School Approval Preliminary Report

This system uses the teacher certification and endorsement systems to make sure teachers are qualified to teach assigned classes. Data is downloaded from the current Teacher License System to an Oracle database that produces this report.

D.5.5 TDOE Data Warehouse

This data warehouse includes multiple interfaces as follows:

PIRS - Provides an interface that updates the teacher experience, education, current assignment and salary.

School Approval – Provides employment standards that are for school reports.

EIS/SMMS – Education demographic information that enables Education to provide information or reports as requested.

Professional Development – Provides information on administrators and teachers for advancement and renewal purposes; also authorized officials for advancement of educators in non-public schools.

D.6 An IS Staff-Defined, General Input/Output Interface

The Contractor must propose an optional interface to the system that will allow IS staff-defined, text-based input/output based on file or stream formats for ASCII or XML. The IS staff user must be able to pre-define a file or XML input format and have the system update a user-specified table or dataset (XSD) with the outside agency or business information. Conversely, an IS Staff member must be able to designate a table or dataset to output as an ASCII text file or XML data stream to an intended agency or business recipient. ASCII file input/output must include, but not be limited to fixed-width or delimited field formats. XML formats must accept IS staff-defined fields for input or output, and the XML tags and data definitions must be automatically configured by the system for output or automatically converted by the system for table update or XSD-based dataset creation.

D.6.1 Tennessee Student Assistance Corporation

The MARS system is required to interface with the Student Assistance Corporation to exchange files concerning student loan defaults. This is dependent upon law and rule requirements.

D.7 Interfaces that operate as two-way data feeds to and from MARS and other systems:

D.7.1 National Association of insurance Commissioners (NAIC) Interface

NAIC sends information to MARS, via ftp, to a temporary space. OIR converts this information to an appropriate format and uploads it into MARS. MARS extracts the insurance agents' appointment and termination information and sends it to NAIC. This entire operation repeats every Monday through Friday. The MARS system runs a query and sends text files to NAIC that are current as of 2 a.m. on the day the jobs are executed. The new system must provide a

mechanism of delivering current up to the minute information. The future system must allow NAIC to send the information and save it in a temporary table where this information can then be moved to the database later.

D.7.2 NASDTEC

This is a clearinghouse for national institutions and the national clearinghouse for teacher license revocation. This provides information to Education about revocations in other states so Tennessee will not issue a teacher license to someone that has had their license revoked in another State.

D.7.3 Highly Qualified

This interface provides information about the federal No Child Left Behind guidelines that have to be met by the educators.

D.7.4 THEC

This interface provides information about approved teacher education programs, and information about program completion for Title II federal requirements. This interface will eventually allow Education to receive eTranscripts from higher education institutions.

Attachment E

Security Requirements

E. SECURITY

E.1 Introduction

The need for Security functions are embedded in many places in the requirements for MARS. In addition to these requirements, the need to identify and authenticate users and others with access to the data and processes of MARS is a system requirement. The security levels and procedures must be table driven and not programmatically embedded in the system. There are also global security requirements that will be observed in all work done by the Contractor or incorporated in deliverables produced by the Contractor. These requirements are addressed in this section.

E.2 Security requirements mentioned in other places.

- a. The following are requirements that are included elsewhere in the requirements.
- b. In the base contract: HIPAA Business Associate Agreement.
- c. The Bureau of Health Licensure and Regulation in the Department of Health is part of a Covered Entity, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Other agencies potentially served by the System are either Covered Entities or Business Associates, as defined by HIPAA.
- d. The System must have the capability of identifying information products, e.g., displays, reports, etc., that could potentially contain individually identifiable health information (Protected Health Information or "PHI") and therefore must be protected as a HIPAA requirement.
- e. The System must maintain an audit trail of creation, changes, and access to PHI stored by the System. Appropriate administrative procedures must exist for the management of the audit trail, including reporting, achieving, and selective destruction of audit trail records no longer necessary.
- f. The System must provide a means of recording the release of PHI, as required by the "Accounting for Disclosures" provisions of HIPAA. This capability must be easily available to users and must record the data elements required by HIPAA, including the identity of the person about whom PHI was disclosed, the date of the disclosure, to whom the disclosure was made, the person making the disclosure, the reason for the disclosure, the date before which the accounting of a specific disclosure has been suppressed, and the reason for suppression of disclosure accounting. The system must have the capability of extracting the disclosure records for a specific person, not including those records for which accounting has been suppressed as of the date of accounting, and producing a printed document containing these records.
- g. In the Data Requirements: The Contractor will have provisions for Security requirements definitions and a Security design document.
- h. In Project Management Requirements:
- i. Testing: The use of production data for testing is not permitted, except in exceptional circumstances, e.g. capacity evaluation testing. These circumstances must be documented in the Test Plan and specifically approved in advance of testing.
- j. Training: Any use of production data in a training environment must be approved in advance. Production data must not be used in any handouts, training aids, work sheets, etc., unless such materials will be collected and destroyed at the conclusion of the training.

E.3 User identification.

System requires all users must be compliant with the current State Security Standard and user passwords must be encrypted both in transmission and in storage. Hard coded universal passwords will not be allowed. This is the authentication portion of the MARS security system.

E.4 System must be able to limit users to defined Operating System tasks

E.5 User Access

- a. System must assign role-based security levels to all users, which include but are not limited to the following authorization portion of MARS security
 - Manager
 - Supervisor
 - Associate
 - Administrator
 - Lead Investigator
 - Investigator
 - Legal Manager
 - Legal Advisor
 - Attorney
 - Clerical
- b. The role-based authorization must not be accomplished with different versions of the application or server operating system domain accounts, but instead must utilize "soft configuration" with database table entries that allow a highly scalable implementation of this type of security. Roles must represent common groups like those listed above that define which components of the application that users can access at runtime with read-only or read-write functional capabilities of records and fields located in MARS database tables. If a user has the authorization to access an application form or component with read-only capabilities, then they can only call database query stored procedures or read-only views. They would not be authorized for non-query stored procedures calls that allow transactional updating, deleting, or inserting of data presented by the client view.
- c. "The system must have a flexible ability to maintain additional roles" with the capability of allowing hierarchical viewing of a lower level person's role and security permissions by a higher level user in the chain of authority above the subordinate position. For example, managers must be able to view all subordinate security levels in their chain of managerial authority.
- d. Role-Based Security is defined as follows: Role-based security means that the individual's security level is determined by the functions inherent in their role as well as the need to view particular information in a particular board or profession.
- e. Hierarchical Business Security Structure is defined as having access to the data within the structure of the Department. For example the structure tree is defined as follows: Department/Division/Board/Profession. One has access to subordinate positions within their tree and structure.
- f. The Legal Division must have a provision, in the Case Complaints area, where they have a portion of the system completely separate from ALL other divisions in the Department. Their security levels must be flexible enough that each attorney and their supervisor may only view cases for which they are responsible. The associated Notes for these cases must also be housed in this portion of the new system again accessible only by the attorney of record and their supervisors and others in the Legal Division as designated by

assigned Role Base Security. No other Department Division can view the Notes, or the Case Files. This will necessitate separate security area strictly within the Legal Division and a separate Notes field which may, or may not, be encrypted depending on C&I's needs.

- g. If there is a complaint PENDING against a Respondent, this must be evident to Department Users on the Licensee Screen.
- h. The system must provide for attaching the Final Disposition Order on a complaint to the Case File for final disposition and filing.
- i. The Final Disposition Order, which is a matter of public record, must also be viewed on the Internet Website when Licensee information is queried.
- j. The system must have a flexible ability to maintain additional roles

E.6. Database Permissions

System must allow multiple and flexible Database Permissions to be established by:

- Department
- Division
- Board
- Profession
 - Business Area
 - Menus
 - Screens
 - Functions
 - Data Elements

E.7 Field Level Encryption:

MARS system security must include the ability to encrypt information at the field level for such items as signature BLOBs, attorney case notes, and other sensitive data.

Attachment F

Training Requirements

F. TRAINING

F.1 Introduction

The State requires the Contractor to provide a train the trainer approach to training program personnel. The Contractor will train 17 trainers, who will subsequently train the end users.

Training for the technical and maintenance staff is expected to be accomplished through establishing required skill levels, skill transfer and technical training modules and skill evaluations.

The training strategy must be skill based using performance objectives for each training module, with measurable objectives related to training module. The course materials must provide for self paced learning, where individuals may practice at their own pace, repeating the skill until the performance objective(s) is met.

The training methodology shall also include training modules suitable for instructor/classroom training. The Contractor shall provide skilled presenters knowledgeable in the system features and training materials suitable for the train-the-trainer approach as stated in the first paragraph.

F.2 Develop Training Plan

- a. Once the project is underway, the Contractor must deliver a detailed Training Plan. To be acceptable, the Training Plan must conform to the following State parameters for training:
 1. The State will provide workspace for the training of State staff located in Nashville, including basic presentation support equipment; e.g., whiteboards, overhead projectors, and training workstations.
 2. State trainers will provide the training, in State facilities, for State staff located in off-site locations (e.g., Health Investigations staff in local offices).
 3. The State will provide facilities for making copies of training materials; however, the Contractor will be responsible for making all copies needed for use by its trainers in all training sessions.
 4. The Contractor must provide all-training materials, training courses, and documentation proposed in both hard copy and electronic format.
 5. The Proposer should describe the general content of all-training materials, training courses, and documentation proposed. As part of the training materials there must be skill pre-requisites associated with the skills presented in the course. Proposer will provide sample course outlines, training packets, and sample documentation deliverables in the Training Strategy.
 6. The State will provide licensing subject matter experts for the Acceptance train-the-trainer instruction for acceptance testing, and new system training. The Contractor must provide the resources to train for acceptance testing, training on the new system, and training for the State trainers to present the course material to state staff.
- b. The Contractor's training role and training-related tasks will vary within the Construction, Acceptance Test, and Implementation Phases. The Contractor will establish skill pre-requisites, define skill levels and develop and deliver training for the following:
 1. User staff trainers. (F.3)

2. State Technical and Operations staff. (F.4)
3. State Acceptance Test Team. (F.6)
- c. Prior to the start of any training, the Contractor will conduct a pilot training session, revise as necessary and then complete all initial training of its trainers and State trainers. Training sessions conducted prior to system implementation will cover the user training materials in depth so that the trainers will be qualified trainers and intimately knowledgeable with all training materials and system features.
- d. Training sessions will include and cover the appropriate documentation; User Manual, Operations Manuals, and Procedure Manual developed by the Contractor.
- e. A Training Plan will address, at a minimum, the following:
 1. A User Training Strategy that will ensure initial training that fully covers all functional areas of MARS. Training objectives will be approved by the State, and reflect both the new system, business functions and work flows.
 2. Classroom training organization including size, appropriate staff, schedule, lead times, duration of classes, and curricula development.
 3. Training classroom requirements including number of workstations, communication requirements, application and database server(s) configuration, type and number of presentation equipment.
 4. Procedure for migrating the executable software to the training environment and version control.
 5. Plans for populating the training databases.
 6. Procedures for resetting the system training environment before and/or after training sessions, backup and recovery of databases.
 7. Contractor resources to follow-up and insure that training effectively met its performance objectives and to enhance any deficient training curricula.
 8. Training evaluation methodology that includes a report of training effectiveness and validity.
 9. Establish a plan for the State to provide effective on-going training.
 10. Provide an on-line help facilities for the users of the MARS application.
- f. Provisions that allow for all training materials provided by the Contractor can be reproduced and used as needed by the State.
- g. The State expects the Contractor to use the User, Procedure, and Operations Manuals as references for the training program(s). However, the manuals will not fulfill the Contractor's responsibility to develop training curricula and materials that support the performance objectives. The manuals may be used in conjunction with Contractor-provided training, but the Contractor will develop training curricula and materials structured to achieve the required performance levels as defined in the measurable training objectives.

F.3 Develop User Staff Training Curricula and Materials

- a. The Contractor is required to develop curricula and materials, in both hard copy and electronic format, for training system users. The User Staff who will provide training for all other users numbers seventeen (17). The training curricula and materials must cover, at a minimum, the following topics:
 1. System Overview.

- (1) Goals and objectives of the training
- (2) Data inputs, outputs, and reports produced
- (3) Major system business functions and work flows
- (4) Training material's contents and usage
- (5) Training material developed for users/clients, should include a two-step process. The first step is a Reference Document that shows each screen, what the screens are used for and what each field means. The second step should consist of a How-To-Manual that delineates step-by-step instructions on precisely how to use the new system and a thorough explanation of how it works and flows.

2. System Usage will include, but not be limited to:

- (1) Entering data and data validation
- (2) Data correction and user help features
- (3) Menu and system navigation
- (4) Help functions and problem reporting
- (5) Report contents and report generation
- (6) Search and inquiry features
- (7) Record update procedures
- (8) Seeking technical help (application and equipment assistance)

F.4 Develop Technical and Operations Staff Training Curricula and Materials

- a. The Contractor must develop curricula and materials for training a total of twenty-five members of the State Technical Staff. Twelve of these will be programmers or DBAs, who must be trained in all aspects of tailoring the system to function effectively in the State environment and thirteen will be system administrators who must be trained in all aspects of technical support and systems administration.
- b. The technical material should be developed for technical staff such as programmers/analysts and a separate edition should be developed for Systems Administrators.
- c. These trainees shall be from each of the User Departments and from the Office for Information Resources.
- d. Technical Staff training curricula and materials must be comprehensive and detailed. They must provide State technical staff the knowledge to efficiently operate and maintain the system independent of Contractor assistance.
- e. The Technical Staff training curricula and materials must cover all aspects of system design, operation, and maintenance including, at a minimum, the contents and usage of the Operations Manual.
- f. The Contractor must develop all course instructors' and students' classroom materials (manuals, handouts, teaching aides) in hard copy and electronic format.
- g. The Contractor shall provide an interactive help feature, or a help website.

F.5 Refine the Training Plan

Building on the Training Strategy, the Contractor must refine the Training Plan to confirm and support all performance objectives and training requirements including the following:

- a. Identification of pre-requisite skills of the staff to be trained by functional area or support category.
- b. Schedule for training sessions in support of Acceptance testing, the system implementation schedule and confirmed staff to be trained.
- c. Revision of all procedures, training environment hardware and software configurations, classroom setup requirements, etc. addressed in the Training Strategy.

F.6 Train State Acceptance Test Team

The Contractor will conduct the training of up to seventeen staff members for the State Acceptance Test team in preparation for the Acceptance Test Phase of the project. The training will cover the new system and the skills required to successfully complete Acceptance Testing.

F.7 Provide Training Support

The Contractor will be the Primary Trainer performing all roles to fully train Help Desk staff, Testing, Technical and Operations Staff. The State trainers will train the Department Staff, based on course materials and train-the-trainer preparation.

- a. The Contractor must ensure that the training environment is operational. This includes, at a minimum, the following:
 - 1. Creating and initializing all databases
 - 2. Installing the (acceptance) tested executable software
 - 3. Ensuring stability of the system and refresh of data prior to beginning each training session.
- b. The Contractor must provide a State approved participant roster at each training session along with post training evaluation forms that require participants to complete.
- c. Ensure training is completed prior to implementation for all affected staff based on a training schedule.
- d. Based on training evaluation feedback, prepare report of training effectiveness and validity. As a part of this activity, each participant must be polled within 30 days following the session to determine the effectiveness of the training. Results of this activity should be provided to the State.
- e. Adjust training methods and/or materials for correcting ineffective training.
- f. Revise all training materials for correction of deficiencies or resulting from system changes during the testing, training, and implementation phases.
- g. Update all training materials to reflect systems updates, changes and/or upgrades as supported by the Contractor as specified in the contract. Interactive on-line help, help screens, and tutorials, which do not exist in the current system, are very necessary to navigate efficiently through any system.

Attachment G

Data Conversion Requirements

G. DATA CONVERSION

There is approximately 1.5 million records in the current RBS databases, divided between 645,000 active and 835,000 inactive records. The records are divided as follows:

- Department of Health – 244,054 active and 284,726 inactive records
- Commerce and Insurance – 381,252 active and 542,502 inactive records
- Financial Institutions – 20,137 active and 7,402 inactive records

The Contractor will convert the required data from the current RBS to the MARS system. The State will assist the contractor in this effort by participating in a requirements validation process, design reviews, testing, and by making changes in the current RBS to improve the data quality, as identified by data conversion testing. Attachment B, Data Requirements, describes the data requirements of the new system; descriptions of the data to be converted are contained in this document, at G.5.2, below, and by the meta-data for the current RBS database, which will be made available to the Contractor.

The Department of Education also has a requirement to convert their data from the existing mainframe system. The current Teacher Education System has approximately 280,000 records with 80,000 active and 200,000 inactive educators. Section G.6 below describes the current system used by Education.

G.1 Data Conversion Issues

G.1.1 Data Purification

The Contractor and the State will work to eliminate invalid codes, ill-formatted data, and structural data inconsistencies that are not permitted in the data model (Contract Attachment B – Data Requirements) or the software supplied by Contractor.

The Contractor has the responsibility of identification of data problems in the current data, used as input to the Data Conversion Process and will produce exception reports, etc. that identify problems that can be addressed in the current RBS or in the Data Conversion Process.

The State has the responsibility of making corrections, adjustments, etc., in the current RBS to improve the quality of the data presented to the Data Conversion Process.

The Contractor has the responsibility of making format changes, code value changes, etc., in the Data Conversion Process, to produce data of acceptable quality in the Replacement RBS.

G.1.2 Multiple Licenses for the Same Person or Entity

The Replacement RBS has a requirement (in Contract Attachment B – Data Requirements) to associate multiple licenses held by the same person to a unique entity, which bears the attributes that do not vary by license, e.g. Birth Date. This requirement imposes special requirements on the Data Conversion.

The Contractor will develop a strategy, plan, and procedures to associate multiple licensees, within a department, based on attributes associated with the licensee in the current RBS. Contractor and State will jointly develop procedures, both in the current RBS and in the Data

Conversion process to accomplish the goal of relating multiple licenses held by the same person to each other and to a unique record for the person.

G.1.3 Profession Specific Fields

The Contractor will develop a strategy, plan, and procedures to improve the handling of data that is stored in the current RBS as “profession specific fields” or “PSD”. These fields are each found in one or more professions, have associated basic format and data validation information, also stored in the database, but applied by the application, not the DBMS. There are five different types of data stored in a psd: text up to 30 characters, an integer, a date, a binary indicator, a code value, related to and validated by a code table in the system.

There are approximately 718 (Health/FI: 166, C&I: 552) unique fields, many of which are used by more than one profession. Counting multiple occurrences, there are 1,775 (Health: 795, FI: 51, and C&I: 929) in the current RBS. Every profession has one or more such fields.

G.1.4 Business Rules

The existing data in the RBS system contains records that will not be converted to the new database. Records meeting the following criteria will not be converted:

Professionals that are deceased

Applications that are inactive for three years

G.2 Develop Conversion Strategy

G.2.1 The Contractor’s plan must accommodate two conversion strategies because of the very different historical operation by the individual Departments using the existing RBS system:

G.2.1.1 All-Boards-at-One-Time: All RBS data converted at one time. The Departments of Health and Financial Institutions will use this strategy.

The conversion strategy must include a small pilot conversion to verify the correct conversion of reference tables and the data related to an example board/profession, followed by a rapid conversion of the remaining boards/profession. The expectation for the length of the entire Implementation phase is three months.

G.2.1.2 One-Board-at-a-Time: RBS data converted a Board or profession at a time. The Department of Commerce and Insurance will use this strategy.

The Department of Commerce and Insurance has determined that the first four boards to be converted will be, in sequence:

Land Surveyors Board (2 professions, 4,935 licensees)

Manufactured Housing (9 professions, 2,256 licensees)

Insurance Producers (8 professions, 9,995 licensees)

Real Estate (9 professions, 14,146 licensees)

The Contractor will be responsible for an Implementation Phase that includes these four boards. The Department of Commerce and Insurance will assume responsibility for the

Implementation Phase, including data conversion, for the remaining boards/professions with technical assistance from the vendor.

In the One-Board-at-a-Time methodology, one problem to anticipate concerns licensee and license conversion while maintaining the current database licensee/license integrity.

G.2.1.3 Conversion Strategy Issues common to all departments.

- a. The Contractor conversion strategy must be flexible enough to allow associating license numbers with a new license identification field that combines file numbers with licensee numbers. This flexible conversion strategy would also include a **Board Defined Key** field in addition to the **New ID Field** so that the Board could add a legacy file or license number as a option.
- b. Due to the fact that in the current Informix system, each Board profession has its own separate and independent database, inevitable conversion problems will arise due to differences in licensee names, even for the same licensee, causing integrity problems during a batch conversion. The batch conversion process could create inadvertent anomalies.
- c. The Contractor conversion strategy must be flexible enough to allow a user to “**unhook**” an incorrectly converted **New ID Field**, so that a license could be “**hooked**” to the correct licensee. These changes must all be documented in the history file to provide continuity for auditing purposes.
- d. Another problem that the Contractor must anticipate is anomalies that may have arisen due to a current RBS screen function called “AL13.” This is an override function in the current RBS application that has been used to correct database relationship linkages and created “orphans” or incorrect supplemental links. The “AL13” screen function allowed managers to override business rules, in some cases so that the history that is associated with a license may not be entirely accurate.
- e. The Contractor’s data conversion strategy must be flexible enough to allow the current license data to be treated separately from the historical data. As mentioned above, anomalies in the new database due to the conversion from the Informix database must be listed in an exception report, but the historical data associated with these license file numbers must be appended to memo (BLOB) fields or large text fields in license records in the converted database. This would allow Board users to page through the historical text data as a sub-function of viewing the current license data. The conversion process is illustrated below.
- f. Delete existing “Parachute” fields. Parachute fields were originally set up to capture any data that had been grand fathered in from a previous source. These “Parachute” fields are no longer necessary.
- g. The Contractor must be aware of the fact that the current RBS application has codes embedded in the program that must be converted to data tables during the conversion process. The Contractor must work with the State to identify any RBS Informix 4GL application areas that contain these hard-coded tables that need to be transferred to data tables in the Replacement RBS database.

G.2.1.4 Data Storage and Current Data Conversion

The new system must be flexible enough to convert the existing information into mixed case data. Specifically, the Data Conversion must convert name and address data in upper case to mixed case.

The Data Conversion must also include initialization of data elements that will enable phonetic searches on name fields.

The Contractor must begin planning for MARS to be populated with data converted from the current RBS and some other existing databases in the design phase of the project. The Conversion for the User Departments, Health, Commerce and Insurance, and Financial Institutions, will be executed independently and in parallel. The Contractor must include in the planning efforts to maintain the data integrity and validity of the data in the current RBS.

- a. Contractor will update as necessary the document containing a description of its general approach to the data/system conversion process prepared as a part of Contractor's Proposal.
- b. In the design phase, Contractor will develop a Conversion Strategy that details the data conversion for each Business Area, Board, and Profession. The plan must address all data conversion requirements, regardless of whether an automated or manual method is recommended. The plan must take into account DBA-related requirements for data conversion and migration. The plan must address, at a minimum, the following:
 - 1. Conversion overview noting objectives, approach, impact, and resources.
 - 2. Conversion data.
 - 3. Conversion process (automated or manual, verification procedures, and acceptance responsibilities).
 - 4. Data purification.
 - 5. Testing, including User Acceptance Testing, of all conversion related software and processes.
 - 6. Conversion support (system, policy and hardware).
 - 7. Conversion schedule.
 - 8. Conversion preparation task outline.
 - 9. Plans for manual conversion system/data cleanup activities
 - 10. Plans for manual data entry activities, if any.
- c. The Conversion Strategy must be developed in support of the implementation schedule developed for the system (see Contract Attachment I, Section I.5). The State will provide information and assistance in the development of the plan to ensure that any details unique to Tennessee are included.
- d. The Conversion strategy must address all critical system interfaces required in Contract Attachment D - Interface Requirements and the populating of the system with data, such as table data, county names, fee codes, and canned correspondence paragraphs, so that the Replacement RBS is a fully functioning system.
- e. The Contractor will provide exception reports noting the data that will cause conversion problems, e.g. codes not identified as valid in reference tables, in advance of the implementation.

- f. The State will perform all automated and manual tasks for the current RBS to improve the data quality in advance of the implementation.
- g. The Contractor will be required to perform all automated and manual conversion tasks.

G.3 Develop Detailed Conversion Plan, Procedures and Programs

The Conversion Strategy, developed in the design phase, will be the guide for completing a Conversion Plan to support the system implementation, during the construction phase. The Conversion Strategy must be confirmed, which means the conversion schedule and procedures must be reviewed and firmly established with personnel identified to complete and verify the conversion. The Conversion Plan must address the following tasks:

- a. Identify data elements, files, tables, and/or systems to be converted.
- b. Identify data needed to populate the system so that Replacement RBS is a fully functioning system.
- c. Identify the mapping of data from the Current RBS and other systems to the Replacement RBS, including data transformations, code changes, etc.
- d. Identify necessary computer processing workloads.
- e. Identify and plan manual support requirements.
- f. Data Purification procedures, including data validation and exception reports and data transformation processes.
- g. Identify any control procedures and evaluation criteria.
- h. Identify, with the assistance of the State, the personnel needed to participate in the conversion of the data.
- i. Plan any special training for conversion activities.
- j. Plan any interim file maintenance requirements.
- k. Plan and execute reference and code table conversions necessary for development and pre-conversion data quality improvement.
- l. Develop conversion programs (This includes specifications, program coding, test plans, and complete testing).
- m. Support the User Acceptance Test of the Conversion programs and procedures and make changes as identified.
- n. Present Conversion Plan, Procedures, and Programs to the State for approval, with particular emphasis on utilization of the WAN if used.

G.4 Convert Data

During the Implementation phases, the Contractor shall, for each of the user departments, complete the conversion of current data to the new system in accordance with the detailed Conversion Plan developed in the Construction Phase. Included in the conversion of data is

the populating of data necessary to make the Replacement RBS a fully functioning system. The Contractor shall submit a request for approval of the converted data to the State.

The Contractor will prepare control totals, record counts, etc., of the data before and after the conversion, and conduct an audit of data before and after conversion, to ensure proper counts are maintained. The State will participate in these activities. The State also may perform independent audits and control procedures to validate the conversion.

G.5 Current RBS Data

This section document describes the physical environment of the current Regulatory Board System (RBS system) and to provide other relevant information that Contractor will consider in the data conversion process.

G.5.1 Introduction

The current RBS has as a part of its design a “multiple copies of an identical database” strategy. This and other overall considerations are discussed below.

G.5.1.1 Used by Three Departments

Three departments in the State of Tennessee use the RBS system. The three departments are Commerce and Insurance, Financial Institutions, and Health. Each department has its own Sun Solaris hardware and Informix Dynamic Server Database software on which their copy of the RBS system resides. Additionally, the department of Finance and Administration (F&A) maintains a server for development and testing purposes. The F&A environment has one set of code and programs, as well as database instances for each department and F&A. The core system, programs and database structures, are identical at each site, however there are some custom programs, reports, and interfaces that may exist at one department and not the other(s).

G.5.1.2 Flexible Configuration

The system was designed with flexibility in mind. The intent was to meet a wide range of licensing needs so that it could support multiple professions in multiple departments. Each profession has many options and tables of values that may be set up for that profession. These options and tables of values can and do differ from one profession to the other. This has increased the complexity of the existing system and will no doubt increase the complexity of the conversion effort.

G.5.2 Databases of the Current RBS

G.5.2.1 General Information and Database Types

In Informix, there can be one or more than one database instance set up on a single server. Furthermore, in each instance there can be more than one database. For the RBS system, each department has a single production instance that contains many databases that are part of the overall system.

Most of these databases are what are called “Profession Level databases” in the RBS parlance. This means that these databases store the data related to a licensed professional or organization. Due to original hardware limitations each individual profession in the RBS system has it's own database.

Each of these Profession Level databases are believed to have the exact same physical structure, i.e. they contain the same tables, columns, view, indexes, etc. In practice this may not be entirely true and the support staff may have overlooked non-critical discrepancies in the schemas. In a particular profession, some tables may exist, but not have any information in them to be converted. Also note that since each profession is stored in a separate database, there can be some duplication of data related to a particular licensee, such as name, address, etc., if they are licensed in more than one profession. Additionally, there are other databases that serve other aspects of the system that reside along with the Profession Level databases in each production instance.

There is a naming convention used for the Informix databases in the RBS system. See the following chart for details. Note that there are two databases in RBS that do not follow the convention. One is the citadel_reference database, which has some minor system overhead data that should have nothing to convert. The second is the citadel_rbs database, which contains all the physical database structures used in the system and is mainly used to facilitate compilation of system programs. It too should have nothing to convert, but may provide some useful database structure information. Also note that there is a database named cfrb989p at Financial Institutions that is a profession level database, which is not consistent with the original rule that all profession level databases be given a number less than 900. The different types of database named below will be described more fully in later section(s).

Position	Type	Notes
1-2	Character	ag = Finance and Administration ce = Commerce and Insurance cf = Financial Institutions dc = Health
3-4	Character	rb = Regulatory Boards – this is always the same
5-7	Numeric	001 to 899, and also 989 = Profession Level Databases 991 = Profession Cross Reference Database 994 = Online Renewal Database 995 = Case/Complaints Database 996 = Drug Sales Database 997 = Drug Audit Database 998 = Profession Database 999 = Citadel Database
8	Character	l = testing (originally stood for “life cycle testing”) p = production

G.5.2.2 Profession Level Databases (001 to 899 and also 989)

The Profession Level database structure is comprised of approximately 137 tables, 23 views, and 49 synonyms. There is one Profession Level database for each profession in the RBS system. There are currently 106 professions at Commerce and Insurance, 10 professions at Financial Institutions, and 105 professions at Health. That makes a total of 211 physical copies of the production database structure spread across the three environments.

The Profession Level database contains the data related to an individual license as well as the “set up” data for that profession as used to tailor the workings of the RBS system to that particular profession.

The basic license data, such as name, address, SSN, date of birth, etc. is relatively straightforward and conversion should not be a problem for that data. There has been some mention of the fact the license name is stored as a multi-part field. However, this should not

be a big problem, because it has a relatively simple design and always follows one of two formats depending on whether the profession is defined as an "individual" or "organization" type profession. There are some aspects of the license data that will require some thought as to how to best approach the programming of the conversion process.

The most complex part of the license data to convert will likely be the "profession specific data" or "psd" type data items. These psd's were designed as a way to store many differing pieces of data required by the wide range of professions that would be supported. Basically, there are logical data structures with constraints defined in the database and enforced programmatically to allow the user to stored five different types of data. The types are: a text string up to 30 characters, a date, a number, an indicator value (Y/N), and a coded value which is stored as a number that relates description as defined and stored in a set up table. These psd items have been used for many different things and may need to be converted into more than one place in the database of the new system.

There is one part of the system referred to as "Profiling" or "License Profiling". This data is stored in a similar way to the psd data, except that instead of there being single items of data, there can be records of related data items. There are "logical tables" and "logical columns" of data defined. This is referred to as "rsd" or "record specific data". Other than being used to store some information in the Case/Complaints (995) database at Financial Institutions, this "rsd" scheme is only used to store the "Profiling" data. This "Profiling" is used primarily for professions at Health and also for the Pharmacy profession at Commerce and Insurance to meet the requirements of the State's "Right to Know" law. The tables that store the "Profiling" data and related "rsd" set up data are part of the Profession Level database's physical structure.

Other complex parts of the system related to the Profession Level database that will need to be converted include application/transaction processing and related fees, testing and inspection scheduling/tracking, supported/supporting license relationships, continuing education, etc.

The "set up" data includes many things that may or may not be useful for conversion. Some examples are: "transaction" data that describes the various types of application/renewal/etc. transactions, "checklist items" data that describe individual steps to be done as part of a transaction, descriptions of the various kinds of address a profession may use, different ranks a license may have, qualifications and specialties a license may hold, fees related to transactions, form letters used by the profession, etc. The form letters are quite extensive at Health and make use of the "Letter System" part of RBS which basically allows a user to select data from the database, canned text messages stored in the database, or user keyed data into form fills on a preconfigured letter template and uses an old version of Word Perfect for Unix to do a mail merge and print the letter.

The various kinds of set up data in RBS are the same from one profession to the next, but the actual values of the data entered therein will be unique the that profession. That is to say, two different professions can have "specialty" and "qualification" type modifiers defined, but one profession may name these modifiers completely different from the other profession. So here again is the problem of so many different physical databases that will presumably be combined into a single physical database. It would seem that the usefulness of this data for conversion will be dependent on how much of it fits into the "set up" of the new system, some may be converted, and some may need to be keyed.

G.5.2.3 Profession Cross Reference Database (991)

The Profession Cross Reference database structure is comprised of approximately 10 tables, no views, and 12 synonyms. There is one physical copy of the Profession Cross Reference database located at each of the three production environments.

The Profession Cross Reference database's main use is to facilitate data searches across multiple Profession Level databases. The database also has description lookup tables for the Interactive Voice Response (IVR) phone and web extract applications.

The RBS system uses the rbdidp table to facilitate an array of different search methods by using Indexes. The rbdidp table has a record for every individual or firm licensed in the RBS system. The Indexes on the table enhance the licensees search process within the RBS system. The RBS system maintains changes that affect data for the table. Note that the data stored within the rbdidp table may be useful during conversion to find individuals that hold licenses in more than one profession within the RBS system.

G.5.2.4 Online Renewal Database (994)

The Online Renewal database structure is comprised of approximately 12 tables, no views, and 9 synonyms. There is one physical copy of the Online Renewal database located at each of the three production environments, however only the one at Health is in production use at the time of this writing.

This database has tables that contain the set up information related to web renewals and also the "queue" tables that store the data returned from the NIC application, which will later be updated into the relevant Profession Level database. Also, there are several database synonyms that point to other RBS set up information stored in other databases, such as client set up option and revenue source code information.

The main "queue" tables are as follows. Rbdcli stores header information for changes and fee payments as well as any changes that are stored as single items of data in the database such as name, race, sex, etc. Rbdcad stores address changes. Rbdclo stores "other state license" changes. Rbdqqs stores responses to questions asked of the user, whose responses are usually related back to psd's. Rbdcfe stores payment information.

The set up tables in this database are related to the questions that are asked and also what information passed to the web is actually updateable by the user. Rbdwrq stores data about the questions that are asked. Rbdwrc stores information that specifies to the web application which data is updateable.

Since this database is basically a queue for data to be processed and updated into the Profession Level database, there probably will not be any "queue" data that will need to be converted. It is possible that the setup data could be useful to convert and should not be unreasonably difficult.

G.5.2.5 Case/Complaint Database (995)

The Case/Complaint database structure is comprised of approximately 97 tables, 35 views, and 38 synonyms. There is one physical copy of the Case/Complaint database located at each of the three production environments.

The purpose of the Case/Complaint database is to store data related to complaints made to and cases made by the department against licensed and non-licensed individual or organizations that are practicing in a profession that the department oversees. The

Case/Complaint database contains the data related to cases and complaints as well as “set up” data used to tailor the workings of the Case/Complaint part of the RBS system to the needs of the department.

Some tables in the Case/Complaint database are related to both the complaint and the case, while others are related to only one or the other. The tables related to both include the rbdcca table that links user defined activities to the relate complaint or case. This may be one of the more problematic areas for conversion, as some of the data converted into the current system was converted to activities for lack of a better place to put it. Letter history for various types of letters that are sent is stored in the table rbdclh. The board consultant assigned to a complaint or case is stored in the table rbdcbc. History of status changes in a complaint or case is stored in the table rbdchs. Also, there can be unsolicited disciplinary information received from outside sources, such as another state, which is stored in the table rbdudi. There are tables that index the unsolicited disciplinary information back to the license and respondent tables in other parts of RBS. These are the rbdudi and rbdudr tables.

The main complaint data is stored in the table rbdccn. Each complaint is associated with a Complainant, the person who makes the complaint, whose data is stored in the table rbdcmp. Each complaint has a respondent, the individual or organization that the complaint is against, whose data is stored in the table rbdcsr. Other names for the respondent can be stored in the rbdaka table. The respondent’s attorney contact data is stored in the rbdccm table. Also, there may be one or more involved parties associated with the complaint, these are stored in the table rbdvp. If the department chooses, additional addresses of types they have defined can be stored for all of the above entities in the table rbddead. Allegations made in the complaint are stored in the table rbdcal. State attorney assignments for the complaint are stored in the table rbdclm. History of related complaints are stored in the table rbdrch. A complaint can have an investigation, with the data being stored in the tables rbdvsn and rbdvsh. The investigator assigned to the investigation is stored in the table rbdvsg. Also, the department can request an inspection of a licensed respondent and the related data is stored in the rbdcih table. The Insurance Board at the Department of Commerce and Insurance stores amounts recovered from a respondent related to a complaint in the table rbdren. Finally, the disposition of the complaint is stored in the table rbdccn.

The main case data is stored in the table rbdccs. Each case is associated with a single respondent of a complaint. State attorney assignments for the case are stored in the table rbdcls. The case may have one or more violations recorded in table rbdcsv. Cases may result in disciplinary action that is tracked in table rbdcsd and also in fines related to these disciplinary actions that are recorded in the table rbdcfi. Compliance measures associated with disciplinary actions are stored in table rbdcch. The Insurance Board at the Department of Commerce and Insurance stores amounts recovered from a respondent related to a case in the table rbdrec. Finally, the disposition of the case is stored in the table rbdccs.

The way that related complaints were handled did not exactly match the way of doing business for the investigation section. This led to quite a bit of difficulty in the original conversion from their old system into the current RBS system. Therefore, it is possible that there may be some unforeseen problems in conversion. There may even be some data in Access or Excel that needs to be converted that is stored outside of the current RBS system.

G.5.2.6 Drug Sales Database (996)

The Drug Sales database structure is comprised of approximately 22 tables, 1 view, and 29 synonyms. There is one physical copy of the Drug Sales database located at each of the

three production environments, however, this database was only intended for use by Commerce and Insurance, and is not currently being used.

The Drug Sales database was used to track drug sales between manufacturers, wholesalers, pharmacists, and other relevant licensed professionals. Both the seller and purchaser are stored in the system by their DEA registrant number in the rbddea table. The National Drug Code (NDC) that identifies drugs by substance is stored in the rbdndc table. Drug sales are tracked between registrants as a transaction consisting of a date, NDC code, and chemical strength in the rbdsl table. The view vrbdea is used to access address information about a registrant.

Due to some design problems, and inconsistencies with the upload files as received from the sellers, use of this database was discontinued. Therefore, there should not be any data conversion relating to this database.

G.5.2.7 Drug Audit Database (997)

The Drug Audit database structure is comprised of approximately 19 tables, no views, and 29 synonyms. There is one physical copy of the Drug Audit database located at each of the three production environments, however, this was only intended for use by Health, and is not being actively updated at the time of this writing.

The Drug Audit database was intended to help regional investigators at Health do audits of Pharmacies to detect questionable drug prescription patterns. Prescriptions are tracked between pharmacies, licensed professionals, and individuals in the table rbdcc and rbdau. The date, drug quantity, and drug strength are also stored.

Before installation for the current RBS, the internal audit section at Health did these drug audits. This was apparently a manual process. According to all sources, drug audits is now the responsibility of Commerce and Insurance, and they are pursuing another avenue outside of RBS to handle drug audits. It also appears that this database was never actually used in RBS by Health or Commerce and Insurance, so there should not be any data conversion relating to this database.

G.5.2.8 Profession Database (998)

The Profession database structure is comprised of approximately 25 tables, 1 view, and 17 synonyms. There is one physical copy of the Profession database located at each of the three production environments.

The purpose of the Profession (998) database is to store data that is relevant to all the different Profession Level (001 to 899 and also 989) databases in one central location so that it does not have to be stored in each profession's database. Also there are some working tables here that facilitate department wide fee processing.

The basic organizational structure of the department is stored in the tables: rbddep, rbddiv, rbdbrd, and rbdpro. The rbddep stores department data, the rbddiv table stored division data, the rbdbrd table stored board data, and the rbdpro table stores profession data. Most of this is very basic, however, there is valuable information in the rbdpro table relating to each professions processing, for example, the renewal cycle and renewal lead days.

The State's Agency Source Code and Revenue Source Code set up data is stored in the tables rbdasc and rbdsc. The table rbdbhd, cash batch header, and rbdbdt, cash batch detail, are working tables used to support posting on fees collected onsite. Tables rbdprp1,

revenue processing header, and rbdrrp2, revenue processing detail, are used to support posting of fees collected through the State's Department of Revenue.

Set up data available to the professions include the valid states stored in table rbdste, organization ownership types in table rbdow, investigation regions stored in table rbdivr, counties of the state in table rbdcty, and city/state/zipcode data in table rbdccz. Set up data for the supporting license relationships used in the system are stored in table rbdsla and rbdslu. This data is stored in this database because a supporting license relationship may exist between licensees in more than one Profession Level database.

There is Case/Complaint staff data stored in table rbdccb and related Case/Complaint staff security data stored in table rbdcb. Also, there is a table that contains data to indicate if a user has the permission to post cash payments and/or do overrides of fees.

Everything in this database is "set up" data for the current RBS system. It is not anticipated that much of the data, if any, will need to be converted.

G.5.2.9 Citadel Database (999)

The Citadel database structure is comprised of approximately 25 tables, no views, and 51 synonyms. There is one physical copy of the Citadel database located at each of the three production environments.

The Citadel database is used to store overhead information required by the current RBS system. Data such as client set up options, user information and access authority records, RBS menu control data and the menu records, and printer control records are found in this database.

Several tables are used to define the programs and menu structure used by RBS.

As in the Profession (998) database, most of this database is "set up" data for the current RBS system. It is not anticipated that much if any will need to be converted. The one exception may be the user security code as stored in the ct_us_cl table. This value used some sort of mathematical algorithm to store the various access modes (view, add, change, delete) assigned to a user.

G.6 Current Teacher Licensing Data

This section of the document describes the physical environment of the current Teacher Licensing System and provides other relevant information the Contractor will consider in the data conversion process.

G.6.1 Introduction

The current Teacher Licensing System is a CICS mainframe system. It is an IMS hierarchical database with the application written in COBOL. It uses 3270 emulation to deliver online functionality of inquiry and update during the day and does batch processing at night.

G.6.1.1 Used by Department of Education

The Teacher Licensing System is used by the Tennessee Department of Education. The department utilizes the State's mainframe system located at the State Data Center. The development, test, and production environment are all managed by the Department of Finance and Administration, Office of Information Resources. The Department of Education

does extract data from the mainframe system each night and load into an Oracle database for ease of use in sharing teacher data with other Education applications.

G.6.2 Databases of the Current Teacher Licensing System

G.6.2.1 General Information and Database Types

There is a single mainframe IMS hierarchal database with multiple tables (approximately seven tables) related via record keys. The valid values for many data elements are defined in the table structures. However, some valid values may be hard coded in the COBOL code and would need to be extrapolated. All COBOL code is maintained by the Department of Finance and Administration, Office of Information Resources, and is accessible for review.

Attachment H

Infrastructure and Standards Requirements

H. Infrastructure and Standards

H.1 Introduction

The Multi-Agency Replacement System (MARS) shall operate in one of several computing environments supported by the State. This document identifies the standards that the Contractor will follow in the selection of system components, design, construction, and implementation of the System.

[Note at the RFP Stage: This document identifies several computing platforms that are supported and therefore can be proposed by the Proposer; only the ones necessary for the successful Proposer's proposal will be retained in the Contract.]

H.2 General Comments on Development Standards

- H.2.1 The system must be designed and constructed with either Microsoft .NET or J2EE architecture.
- H.2.2 The system should be designed using well-developed design patterns such as the Model View Controller (MVC) model/pattern/technology/architecture. (e.g. <http://java.sun.com/blueprints/patterns/MVC.html>).
- H.2.3 The system must be designed using component based technology. (i.e., Allowing stand alone components, designed based on widely accepted software standards for the component model, to be easily integrated into the application)
- H.2.4 The system must be developed using either ORACLE or MS-SQL Server as the database standard.
- H.2.5 Client presentation must be thin-client presented in a browser by means of JSP, ASPX, or HTML. No downloads to the client will be accepted. (Servlets and applets are not considered as downloads.)

H.3 Standards common to all environments

- H.3.1 The system must contain an XML-based interface that is interoperable with the State's portal environment, currently contracted through National Information Consortium (NIC).
- H.3.2 The system must allow any Microsoft .NET (ODBC, OLEDB, SQL Client, Oracle Client) or J2EE data provider compliant software, to make calls to the MARS database. Access controls must be in place to assure that connectivity to the data through any of these database service providers is managed based on the appropriate authenticated role of the user. All standard Microsoft .NET or J2EE database provider functions must be supported in this interface including, but not limited to; select, create, insert, update, and delete.
- H.3.3 The system must include a letter producing system that utilizes MS Word document (.doc) format.
- H.3.4 The system must include an ad-hoc reporting feature. The approved State standard reporting tools are: Crystal Reports, Crystal Enterprise, Oracle Reports, and Oracle Discoverer.
- H.3.5 The system must use State standard TCP/IP communication protocols.
- H.3.6 The system must be 128 bit or stronger SSL encryption for all communications with the client's browser.
- H.3.7 The system must be able to integrate with Microsoft Office 2000 or greater.

- H.3.8 The system must be fully functional for users via Microsoft Internet Explorer 6.0 or greater on the State's network. (The system must produce/emit valid XHTML 1.0 Transitional or HTML 4.01 Strict as specified in W3C specifications.)
- H.3.9 The system must be able to accommodate deployment of the database on a physically separate database server behind the State's firewall accessible only via the application or XML. (No direct web access to the database will be allowed.)
- H.3.10 The system will not require or allow database administrative rights.
- H.3.11 All transactions that transmit passwords or user account names must be encrypted.
- H.3.12 The system must restrict technical administrative functions to a non-root user level or administrator-equivalent level.
- H.3.13 The system must use DNS entries for access and not contain any hard coded IP addresses.
- H.3.14 The system must be able to integrate with FileNet Image Services and Content Manager, version 5.x or higher.
- H.3.15 The system must be able to send email through the State of Tennessee's existing SMTP email gateway. If the application uses the SENDMAIL function, then the application must be configured not to be able to accept mail.
- H.3.16 The system must be compatible with GroupWise 6.5 or later for external email. Post Office Protocol version 3 (POP3) or Internet Message Access Protocol version 4 (IMAP4) is allowed as long as the application is behind the firewall and uses a Secure Sockets Layer (SSL) scheme.

H.4 Server Platform Standards (Alternative 1: UNIX)

- H.4.1 The system must be designed to operate in a Sun Solaris version 9 (or higher) environment.
- H.4.2 The system must use ORACLE database 9i version 2 or higher.
- H.4.3 The system must be deployable to an ORACLE Application Server 9.0.4 or higher.
- H.4.4 The system must utilize ORACLE Apache 9.0.4 or higher web server.
- H.4.5 The system must use Java 1.3 or higher.
- H.4.6 The system must be designed using N-tier (3-tier) architecture so that computing components in these tiers can be scaled to meet increases in system load requirements. Proposals based on 2-tier Fat Client server or host/dumb workstation architecture will not be accepted.
- H.4.7 A true DMZ must be constructed as the middle tier.
- H.4.8 The system must be deployable to a sub-directory and execute as a non-root system user. No system commands are allowed in the code (including system.out messages).
- H.4.9 The system must include a connection pool ("Resource Pool") having an "Application" scope and synchronized methods. (Must be coded to be distributable.)

- H.4.10 For authentication in a UNIX environment the system must be compatible with the State of Tennessee standard directory service.

H.5 Server Platform Standards (Alternative 2: Windows)

- H.5.1 The system must be designed using N-tier (3-tier) architecture so that computing components in these tiers can be scaled to meet increases in system load requirements. Proposals based on 2-tier Fat Client server or host/dumb workstation architecture will not be accepted.
- H.5.2 A 3-Logical/2-Physical tier or 3-Physical tier architecture may be proposed however, the middle or application tier must represent DMZ.
- H.5.3 The system must utilize the State of Tennessee's production Active Directory domain if Active Directory is used with no child domains or external forests to be joined to the State's directory.
- H.5.4 The system must utilize the State's Active Directory Schema without modification to the Schema.
- H.5.5 The system must run on a member server in the State's Active Directory without running on or installing it's own domain controller domains if Active Directory is used.
- H.5.6 Any system processes must run as a service; the console cannot remain logged in to maintain a process.
- H.5.7 The system must support MSMQ 2.0 or higher IF utilizing Message Queuing.
- H.5.8 The system must run on Windows 2003 Server with IIS6 or higher Web Server.
- H.5.9 The system must utilize Microsoft SQL Server Database 2000 service pack 3 or higher.

H.6 Workstation Standards

- H.6.1 The hardware must be Intel based.
- H.6.2 The operating system must be Windows 2000 or XP Professional or higher.
- H.6.3 The successful vendor's application must be in compliance with State Standard workstations.
- H.6.4 The application must be functional with a minimum screen resolution of 800 x 600 pixels.

H.7 Performance Standards

- H.7.1 A performance standard of less than 1.5 second transaction response time from screen to screen for 95% of all transactions and less than .5 seconds from field to field is required during User Acceptance Testing and during the first month of each implementation of a production version.
- H.7.2 The contractor will specify the minimum bandwidth, latency or other network assumptions for each end-user location over both LAN and WAN networks to achieve user-defined 1.5 second acceptable response time 95% of the time when moving from screen to screen. Contractor will detail recommended desktop configuration required to meet system requirements of performance, security, peripherals, and screen resolution. Unless otherwise specified, the State's standard configuration will be assumed. Furthermore, the contractor is responsible to specify the recommended application server, database server, network architecture, or client hardware and software required to achieve the

minimum acceptable response time as detailed in the RFP. As part of this, the contractor must review State's network schema to determine if its system can meet the response time requirements. If it cannot, then the contractor must document any changes that the contractor believes to be necessary to change the schema and State's environment to meet the response times. During the life of the contract, the State will work with the selected contractor on the network schema as new software production versions are required.

- H.7.3 After the first month of production for each implementation, if the response time degrades to a level of non-compliance with the user-defined standard (See H.7.1 above), then the contractor will have one month from the date of notice by the State to resolve the performance back to the required response times. Failure to meet the standard can effect the continuation of the contract and the State will not pay annual maintenance and support fees until such time as the standard is met.

Attachment I

Project Management Requirements

I. PROJECT MANAGEMENT

I.1 Introduction

With the understanding that the MARS application will be an existing application, the State and Contractor will manage the project in accordance with the appropriate activities and tasks defined in the State's Information Technology Methodology (ITM). The ITM is available at:

<http://www.state.tn.us/finance/oir/itm/WebPage/WebSite/ITMhome.htm>

Login: vendor1

Password: connection095

The ITM includes process definitions, guidelines, document deliverable templates, and tools that support two basic categories of processes: **Project Management Processes** and **Product Development Phases**.

The **Project Management Processes** are concerned with organizing and controlling the work of the project, and will extend over one or more Product Development Phases. Throughout the project, the Contractor and the State will produce various Project Management Process deliverables and outputs. Some of these products are specific deliverables that are managed, produced, and maintained by the State or the Contractor, while others are natural work-products arising out of the shared effort of both parties. In sections below, the State specifies each of the required deliverables and the party(ies) responsible for their production.

The **Product Development Phases** are concerned with developing the product that the project is intended to produce. There are sections below that describe in detail the phases and the deliverables/outputs associated with each phase.

In the event of any conflict between the descriptions of activities, responsibilities, and deliverables/outputs contained in the Contract and those contained in the ITM, the Contract will prevail.

I.2 Project Management Processes

The following three sections describe the Contractor, State, and shared responsibilities for producing the deliverables/outputs required for the ITM Project Management Process.

I.2.1 Deliverables/Outputs Responsibilities

I.2.1.1 Contractor - Deliverables/Outputs

During the Project Management Processes, in accordance with the State's ITM, the Contractor is responsible for managing, producing, and maintaining the following Deliverables/Outputs:

- a. Approved/Updated Project Plan. (I.2.3)
- b. Version Tracking documents.
- c. Updated Requirements (Functional, Technical, Quality and Implementation) Baselines. (I.3.2.1.2)
- d. Cost and Schedule Performance Data.
- e. Quality Management Plan. (I.2.6.1)
- f. Configuration Management Plan. (I.2.6.9)
- g. Change Control Plan. (I.2.6.8)
- h. Conversion Plan. (I.3.2.1.9)
- i. Test Management Plan (I.3.2.1.6), and the following Test Plans:
 1. Unit Test Plan.

- 2. Integration Test Plan.
- 3. System Test Plan.
- 4. User Acceptance Test Plan.
- 5. Load Test/Stress Plan.
- 6. Regression Test Plan.
- 7. Interface Test Plan.
- 8. Data Conversion Test Plan.
- j. Capacity Evaluation Plan (I.3.2.1.5.)
- k. Training Plan (I.3.2.1.8)
- l. Training manual(s) (I.3.2.1.8)
- m. Communication Management Plan. (I.2.8.1 a)
- n. Backup and Recovery Plan. (I.3.2.1.4.a.3)
- o. Staffing Plan. (I.2.6.11)
- p. Disaster Recover Plan. (I.3.2.1.4 a 3)
- q. Physical and/or System Security Plan. (Attachment E)
- r. User manual(s), (I.3.3.1.8)
- s. Operation manuals(s), (I.3.3.1.9)
- t. Implementation Plan (I.3.3.1.4)

I.2.1.2 State - Deliverables/Outputs

During the Project Management Processes, in accordance with the State's ITM, the State is responsible for managing, producing, and maintaining the following Deliverables/Outputs:

- a. Proposed Requirements Change Requests
- b. Approved Requirements Change Requests
- c. Quality Assessment Reports
- d. Completed Checklists/Logs
- e. Corrective Action Requests
- f. Phase-End Assessment Report
- g. Phase-End Sign-Off Document

I.2.1.3 Shared Deliverables/Outputs

The remaining Project Management Deliverables/Outputs described in the ITM and not mentioned in the preceding two Sections of this attachment are natural by-products of the Project Management Processes and are shared responsibilities of the Contractor and State. Some of these shared responsibilities include:

- a. Action Item Lists.
- b. Open Issues Lists.
- c. Status Reports.
- d. Work Results Evaluations.
- e. Recommendation for Acceptance of Deliverables
- f. Project Records.

g. The following Phase and Project Closure Deliverables:

1. Completed Phase Documentation
2. Outstanding Transition Issues Report
3. Product Review
4. Lessons Learned Reports
5. Project Closure Report

I.2.2 Project Schedule

The Contractor must propose to develop or modify a system that will meet all of the State's technical and business requirements as specified herein. The Proposer must deliver this system, complete and error-free in accordance with the State's specifications, within the timeframe noted in the Project Schedule in Contract Attachment I, Section I.5.

I.2.3 Project Plan

The Project Plan (and project plan template) is described in the State's ITM Planning Process section (see the ITM Web site's ITM MODEL, Planning Process). The State developed its Project Plan covering the first two ITM Product Development Phases. Beginning with the Design Phase, the Contractor will assume Project Plan responsibility. The Contractor will maintain the Project Plan through the Design, Construction, Acceptance Test, and Implementation Phases. The Project Plan currently in use by the State along with the draft project plan submitted by Contractor as a part of the response to the RFP will be reviewed and updated by both the State team and the Contractor during the Design Phase Kick-off session. Once updated and approved by the State, the resultant Project Plan will be turned over to the Contractor who must maintain it throughout the remainder of the project. A detailed Project Plan will be required before the beginning of the Design Phase of the project.

- a. Project team and organization - Description of how the Proposer will organize, deploy, and administer the project team.
- b. Work plan, which includes the following:
 1. A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables and milestones.
 2. A timetable for each task, deliverable, and milestone.
 3. Tasks, resources and timetables for the design, development, testing and implementation of MARS, include all interfaces and the portal application, to be completed by the State's portal vendor.
 4. Contractor resource loading by task and role.
 5. A description, by phase, of the number of contractor personnel (including subcontractor personnel, if applicable) to be based at the Contractor's Nashville project site.
 6. State resource loading by task and role. Note that any usage of State personnel must be consistent with the description of the available State project team described in Contract Attachment I, Section I.2.7.2.
 7. Critical path with parallel and dependent project tasks.
 8. A summary of total Contractor and State hours by phase.

The Work Plan, as described above, must cover the entire project and each phase, and must reflect State staff, tasks, and schedules.

- c. Any assumptions or constraints identified by the Proposer. If there are needs for State staff in addition to those referenced in I.2.3.b.6 above, the Proposer should note this need at this point.
- d. Risks - an explanation of how the schedule provides for the handling of potential and actual problems, this must also include general plans for dealing with the slippage of critical dates.
- e. Communications Plan – the Proposer's methods for managing the needs of all project participants for project information (see Contract Attachment I, Section I.2.8.1.a) for related information.
- f. Requirement Change Control Process – The Proposers method for managing changes (see Contract Attachment I, Section I.2.6.8).
- g. Version Control Plan – The Proposers method for controlling the versions of project documentation and deliverables (see Contract Attachment I, Section I.2.6.9).

I.2.3.1 Draft Project Plan Required as Part of Proposal

As a part of its Proposal, the Proposer submitted a Project Plan (including a preliminary Work Plan, as described above). This Project Plan presented the Proposers approach to meeting the milestone dates listed in Contract Attachment I, Section I.5: Project Schedule. Contractor will revisit and modify this project plan as the basis for subsequent project tasks.

I.2.3.2 Required Use of Microsoft Project

The Contractor must use Microsoft Project version 98 (or later) as the project management tool. The work plan and other pertinent deliverables will be maintained using this tool.

I.2.4 Database Support Responsibilities/Deliverables

In order to keep the database environment intact and secure, the State will require the participation of three types of personnel: State Office for Information Resources, Data Resource Management, Database Administrator (OIR / DRM), Contractor Database Coordinator (DBC), and Contractor Project Manager. The roles and responsibilities of these positions are as follows:

I.2.4.1 OIR Data Resource Manager (DRM)

OIR Data Resource Manager (DRM) project support requirements and schedules must be specified in the project's detailed work plan. The project's work plan will be provided for OIR / DRM review and acceptance.

OIR DRM has primary responsibility for the review and approval of the logical and physical data models and physical design (Logical models include the identification and description of entities, attributes, relationships and constraints. Physical models and physical design address tables, access paths, foreign keys and RI, domain integrity, triggers, stored procedures, plans, security, and data placement). OIR DRM provides data modeling and database design consultation to development projects to fine tune designs. In all instances, OIR DRM is responsible for review and approval of the final models and designs. This is to ensure that State policies and standards are followed, and to ensure that the designs are sound and maintainable. Standards maintained by OIR DRM related to data modeling and physical database design includes data attribute naming, standard abbreviations, and object naming. The Contractor must document functions performed by triggers and stored procedures since they may impact recovery procedures.

OIR DRM has primary responsibility for developing and executing production implementation procedures related to database objects, and for implementing a standard database backup and recovery plan for the

production database. (This includes migration of database objects including triggers and stored procedures, change management, and implementation of backup/recovery procedures, production utilities and monitoring tasks.) These procedures and this plan will be based on requirements developed by the Contractor during the Design Phase (see Contract Attachment I, Section I.3.2.1.4: Develop General and Detailed System Design, below).

I.2.4.2 Contractor Database Coordinator (DBC).

As a part of its core project team, the Contractor will provide a primary and a backup Database Coordinator (DBC). The Contractor DBC is the primary agency interface with OIR DRM and works with them for technical support and advice regarding design changes, tuning options, technical issues and standards. Apart from this role, the Contractor DBC may also develop and test the project's stored procedures. (The Contractor DBC tasks may be performed by more than one person on the Contractor's team. However, there should be one primary Contractor DBC that interfaces with the OIR DRM. The Contractor's project manager, working in conjunction with the State's project manager, will ensure that the Contractor DBC functions are coordinated and carried out effectively.)

The Contractor DBC handles routine developer questions related to database functions. The Contractor DBC contacts OIR DRM to obtain additional information and clarification when needed.

The Contractor DBC is responsible for understanding the data and database standards and procedure requirements and ensuring they are adhered to in the day-to-day project activities.

The Contractor DBC has primary responsibility for ensuring that the logical and physical data models are maintained in sync with the physical database definitions. The Contractor DBC has primary responsibility for ensuring that data models, dictionary and Metadata components related to the data are maintained in the manner and location specified by OIR DRM.

The Contractor DBC has the primary responsibility for working with project personnel and OIR DRM to develop and document data migration and load procedures. (Includes data extraction or conversion, data cleansing, replication and interoperability design issues.) The Contractor DBC works with OIR DRM to carry out data conversion and migration to the production environments.

The Contractor DBC is concerned with identifying performance concerns and implementing tuning actions on an ongoing basis during application development. The objectives are to ensure that the application design can meet performance goals and that hardware resources are used efficiently.

The Contractor DBC is responsible for the backup and recovery procedures for the development and test environments. The Contractor DBC may request that OIR DRM provide utilities or schedule and run backups for these environments when appropriate.

The Contractor DBC communicates requirements to the OIR DRM to establish roles/auth-id and to grant the required privileges to the roles/auth-id. The Contractor DBC communicates the requirements to add/remove users from database instances and to identify the application system administrators. (Application system administrators are users assigned to roles/auth-id with appropriate privileges so they can grant/revoke roles/auth-id to users.) In some development and test environments, the Contractor DBC may have privileges to maintain the roles/auth-id and users.

The Contractor DBC has primary responsibility for working with project personnel to collect and document the space requirements (free space, row counts, growth percent, growth patterns) for allocation of the production tables. Normally this information will be documented in the physical model using Erwin or Data Architect; this provides an easy way to produce space requirements and to reflect the requirements in the physical DDL that is generated from the models.

I.2.4.3 Contractor Project Manager

The Contractor Project Manager, working with and through the State's Project Manager, will ensure that any subsequent revisions to the project's detailed work plan (project tasks, due dates and deliverables)

that impact OIR DRM tasks are reviewed with OIR DRM. The Contractor must provide a current copy of the project's detailed work plan to OIR DRM throughout the project.

The Contractor Project Manager has the primary responsibility for coordinating the overall project tasks from the Contractor's perspective, including the database support effort for the project, as described in this document. This includes project planning, scheduling and staffing. The Contractor Project Manager is responsible for ensuring the DBC functions are coordinated and carried out effectively.

I.2.4.4 Database Support Deliverables

In its management of the project, the contractor must incorporate the tasks identified in this document along with associated deliverables. The project data-related deliverables include, but may not be limited to the following items (note that OIR DRM must review and approve all data-related deliverables):

- a. Configuration and capacity plan.
- b. Logical entity relationship diagram (logical data model).
- c. Physical database diagram (physical data model).
- d. Trigger and stored procedure usage documentation.
- e. Data requirements definitions
- f. Security requirements definitions (See also Contract Attachment E – Security Requirements)
- g. Security design document (See also Contract Attachment E – Security Requirements)
- h. Production space requirements
- i. Data conversion and migration requirements (See also Contract Attachment G – Data Conversion Requirements)
- j. Acceptance test procedures
- k. Backup and recovery requirements
- l. Production implementation plan and schedule
- m. Production job flow and job dependencies

I.2.5 State Service Portal

The State has established a State Service Portal to provide a single access point that functions as an interactive information and transaction gateway to improve the way citizens and businesses access state government services and information over the Internet. A contract has been established with a provider of portal services. It is State policy that all Internet services provided to citizens and businesses, specifically including all credit card transactions, must go through this portal.

This Portal Contractor is responsible for creating the citizen facing portal applications that will be on the State Service Portal. Citizens, Sister State Agencies and service providers will interact with these portal applications, which will accept the information necessary to complete a query or transaction, and format the transactions that will be submitted to State business applications.

See also Contract Attachment D – Interface Requirements.

- I.2.5.1 The business application will process these transactions, update databases, extract information to respond to queries and pass data back to the portal application for presentation to the client, Sister State Agency or service provider. To accomplish this, the Contractor for MARS must do the following in the appropriate project phases:

- a. Include tasks and deadlines in the Work Plan related to the integration of the portal application with MARS.

- b. Develop specifications for the interface between the portal application and MARS. These specifications will include, but are not limited to, formats, field definitions, whether data is optional or required, screen headings and field captions.
- c. Work with the State, the State Portal Manager, and the Portal Contractor to thoroughly test the integration of the portal application interface with the MARS business application.

I.2.5.2 During all project phase activities, the State Project Manager will be the liaison between the MARS Contractor and the Portal Contractor, facilitating the flow of information and the resolution of issues.

I.2.5.3 During the Warranty Period, the State project manager will be the liaison between the MARS Contractor and the Portal Contractor for the resolution of problems.

I.2.6 Project Quality Management

In its proposal, Contractor described its approach for assuring the quality of this project's work. The proposal demonstrated an understanding of the Contractor's ultimate responsibility for quality and define a comprehensive set of reasonable and effective practices for fulfilling that responsibility. It also demonstrated an understanding of the State oversight activities described below and the Contractor's role in those activities.

Contractor will refine this document and use it as the basis for the following requirements.

I.2.6.1 Quality Management Plan

The Contractor and State will co-develop a Quality Management Plan for the project as an integral part of the Design Phase Kick-off. The Project Plan must incorporate the Quality Management Plan's defined activities and allocate time and resources to them.

The Quality Management Plan will cover the following topics:

- a. Purpose and scope of the plan, including identifying related project management documents.
- b. Project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of:
 - 1. Purpose and expected use.
 - 2. Definition of data elements used in the metric.
 - 3. Collection, calculation, and reporting method, schedule, and responsibility.
- c. Standards to be used in the project (these may be references to external documents).
- d. Quality control activities (those performed by both the Contractor and State).
- e. Management-level, milestone or payment point-review activities.
- f. Quality assurance activities (see Contract Attachment I, Section I.2.6.3 below).
- g. Supporting activities, such as problem resolution, change management, and configuration management. Activities defined elsewhere, such as the Requirements Change Control Process and the Version Control Plan (see Contract Attachment I, Section I.2.6.8 and 2.6.9) should be referenced in this section of the plan.

All activities will be fully described as to method, schedule, and responsibility. Detailed procedures may be included or referenced from a separate document.

The Quality Management Plan must be approved in writing by the State at Design Phase Kick-off. The plan must be maintained throughout the project; maintenance responsibility may be assumed by the State at its discretion.

I.2.6.2 Quality Control

The Contractor shall perform quality control on its work. It shall inspect or test all deliverables, both documents and software, before submitting them for State review. Quality control of documents shall assure that they are reasonably free from cosmetic errors (spelling, grammar, syntax, etc.), are complete, are accurate, are detailed sufficiently for their intended use, and conform to applicable State standards. Software source code shall be validated by visual inspection. Software executable code shall be tested dynamically to assure that it functions according to its business and technical specifications. Testing shall be performed on each developed or modified software component and on the assembled system. Detailed testing requirements may be found throughout this attachment's Product Development Phases subsections in Contract Attachment I, Section I.3 below.

I.2.6.3 Quality Assurance Assessment

The State will evaluate State and Contractor work process performance periodically throughout the project. The Quality Assurance area in the Department of Finance and Administration Office for Information Resources will conduct independent process assessments and recommend needed actions in writing to project management and higher-level management as needed. These assessments will focus primarily on critical processes identified in the Quality Management Plan, but may address other aspects of the project if needed. The Contractor shall make project records available to State Quality Assurance staff and shall make project staff available for interviews on a limited basis.

I.2.6.4 Executive Management Oversight

The State will convene a MARS Project Steering Committee (PSC) to provide executive-level guidance. This committee will be made up of the Project Sponsors and other senior business and technical executives and will evaluate the project at set critical review points. The evaluation will consider information from quality assurance assessments, project management, and technical groups supporting the project such as database administration, technical systems support, and computer operations.

I.2.6.5 State Quality Review

The State will review deliverables as needed to determine their fitness for use. The State will complete its review and provide review results in writing to the Contractor within twenty (20) business days (or less, whenever possible) following the date the Contractor submits the deliverable to the State for review. If the State finds deficiencies in deliverables, it will formally communicate them in writing to the Contractor but will not develop the specific changes that would correct them. The Contractor shall correct all such deficiencies and resubmit corrected deliverables for review (which begins a new twenty-day review cycle). All deliverables must be approved in writing by the State to be considered final.

I.2.6.6 State Acceptance Testing

The State will conduct a rigorous acceptance test of the system. State user staff and information system specialists will exercise all functional and technical requirements aspects using State-developed test data to assure that the system meets defined business and technical performance requirements. During this test, the State will identify required modifications and document them through the problem resolution or change management processes (described in Contract Attachment I, Sections I.2.6.7 and I.2.6.8) as appropriate. The Contractor shall modify the system as required and provide new versions of modified components to the State for testing. The State will notify the Contractor in writing when it determines that the system is acceptable.

I.2.6.7 Problem Resolution

The Contractor and State will cooperate to identify and resolve system problems prior to final acceptance of the system. The Contractor shall track reported problems to closure and report their status in an agreed upon format and schedule, but not less often than monthly.

The State will identify problems, determine their criticality, and report them to the Contractor using a standardized written format (see the ITM Web site's ITM MODEL for additional information and Problem Report template). The Contractor shall evaluate each reported problem, estimate the time needed to resolve the problem, identify potential impacts on the system and the project, and report to the State. If the State decides to proceed with the resolution, it will assign a relative priority to the problem. The Contractor shall then resolve the problem according to its assigned priority. Resolutions must be verified and approved in writing by the State to be considered closed.

The State will classify certain problems as "critical" at its sole discretion. The Contractor shall act to resolve critical problems as quickly as possible, bringing to bear all reasonable resources.

The State expects the Contractor to resolve a non-critical problem typically within twenty-one (21) calendar days following the date the State notifies the Contractor to proceed with a proposed resolution. If the Contractor finds it cannot resolve a specific problem within this time frame, it must provide justification for the delay and a proposed new resolution date for State approval within the expected time frame stated above.

The State will not consider accepting MARS as successfully completed until it has operated for thirty (30) consecutive days without an error that 1) causes a disruption in service delivery, or 2) fails to correctly update databases.

The State requires a Warranty Period to begin upon the State's final acceptance of the system as installed. Contract Attachment I, Section I.4, and *Pro Forma* Contract, Section A.10, define the Warranty Period and problem resolution requirements for the Warranty Period.

I.2.6.8 Change Management

The State and Contractor will cooperate in managing changes to previously agreed upon functional and technical requirements capabilities. The Contractor shall track the status of in-progress change orders and report to the State upon request.

Requirements Change Requests will be administered using a two-step assessment and approval process as described in the State's IT Methodology. The first step determines the effort required to assess the request. Then, if approved to continue, the second step determines the effort required to implement the request. The Project Steering Committee must approve both steps before a change request is accepted. If the State decides to proceed, it will prioritize the change and authorize the Contractor in writing to perform the work. Contractor will prepare a Regression Test Plan and it will be used to verify that no undesirable effects will be introduced as the result of changes. (See the ITM Web site's ITM MODEL, Execution Process and Controlling Process, for additional change requests information and templates.)

I.2.6.9 Configuration Management

The Contractor shall manage version releases of all contract deliverables and certain other critical documents as determined by the State ("controlled deliverables"). The State has selected standard configuration management tools for all standard development environments. The configuration management process shall assure that the status of all existing controlled deliverables is known, that only approved versions are released for production use, that prior released versions can be recreated, and that changes are made to released deliverables only when authorized. The final release of each controlled deliverable must reside in a library under State control.

I.2.6.10 Record Keeping

The Contractor shall maintain up-to-date records on its quality-related activities during the project and make them available to the State upon request. These records shall include documents such as inspection reports, test plans, test results, and metrics required by the Quality Management Plan. Records shall be uniquely identifiable with the subject activity or deliverable (including version), shall include tracking data such as date created, and shall be organized to facilitate researching specific process or deliverable issues.

I.2.6.11 Staffing

The Contractor's project team will be responsible for performing or supporting the project quality-related activities as described above. The State expects the Contractor to staff the project team appropriately to assure that it can meet these responsibilities in an efficient and effective manner. This will require project team staff with adequate expertise and in adequate number to perform or administer the activities.

I.2.7 Project Team Structure

I.2.7.1 Contractor Project Team

I.2.7.1.1 At a minimum, the State requires the Contractor to designate the following key personnel who will be responsible for completing all tasks during the project:

One (1) Project Manager

One (1) Deputy Project Manager

One (1) Test Manager

One (1) System Implementation Manager

One (1) Database Administrator (Database Coordinator)

One (1) Systems Administrator

I.2.7.1.2 These key personnel must be on-site at the state's project site and dedicated full-time to the MARS project. In its Proposal, Contractor named these individuals and for each one include a resume describing the individual's title, education, current position with the Proposer, and employment history.

I.2.7.1.3 The Contractor may propose Core Team members in addition to those required above, provided that all requirements of the above paragraph are met.

I.2.7.1.4 Any substitution of Core Team members shall require submission of a resume and written approval by the State. Failure of the Contractor to provide a replacement with equal or greater qualifications may result in contract termination.

I.2.7.1.5 In addition to the Core Team members described above, the Contractor must propose qualified, highly skilled Project Team Staff. The composition of the Project Team Staff will be at the Contractor's discretion. However, the Contractor must ensure that the Project Team is staffed at a level sufficient to meet all objectives of the MARS project. While it is not necessary to identify specific individuals for the Project Team Staff as part of the Proposal, the following information must be included for each position:

- a. Role or title;
- b. Job description;
- c. Number of personnel functioning in this role;
- d. Minimum qualifications and experience required.

Contractor will maintain at all times a list of all Project Team members, indicating the name, contact information, and role or title.

I.2.7.2 State Project Team

The State will work to assist the Contractor in delivering the system. The State will provide a Project Manager from the Department of Finance and Administration's Office for Information Resources (OIR) and Project Sponsors from the Department of Health, Bureau of Health Licensure and Regulation, the Department of Commerce and Insurance, the Department of Financial Institutions, and the Department of Education. These senior managers will lead the project.

The State Project Manager will be responsible for ensuring that the project is in compliance with the contract and satisfies the requirements stated in the RFP. The State Project Manager will consult with the Project Sponsors on a continuing basis in every phase of the project. This joint effort will ensure that the system is properly implemented, supports the requesting agency's defined functional and technical requirements, and is properly documented. A special goal in this partnership will be to ensure that the system is flexible and expandable to accommodate new requirements that may be legislated.

The Project Manager from the State will provide expertise, assistance, and technical leadership in all State Department matters such as policy, organization and staff, environment, data, information processing, current systems, acceptance testing, and so forth. The State's Project Manager will work closely with the Contractor's Project Manager in day-to-day project activity.

The Contractor will have full responsibility for providing adequate staff to complete the project in the required time frame. The State will assign staff, as described in the Position Table below, to participate with the Contractor's staff in all Project Management Processes and Product Development Phases as outlined in the State's IT Methodology. This integration of staff will expedite the ultimate transition of project responsibility to State staff.

Position	Full Time Equivalent (Estimate)
----------	------------------------------------

Department of Health (TDH)

TDH Project Sponsor	0.10
TDH Project Manager	1.00
Systems / Business Analyst	1.00
System Administrator	1.00
Help Desk / Trainer	1.00
Subject Matter Experts	as required

Department of Financial Institutions (FI)

FI Project Sponsor	0.10
FI Project Manager	0.25
System Administrator / Help Desk / Trainer	0.50
Subject Matter Experts	as required

Department of Commerce & Insurance (C&I)

C&I Project Sponsor	0.10
C&I Project Manager	1.00
Systems / Business Analyst	1.00
System Administrator	1.00
Help Desk / Trainer	1.00
Subject Matter Experts	as required

Department of Education (ED)

ED Project Sponsor	0.10
--------------------	------

Position	Full Time Equivalent (Estimate)
ED Project Manager	0.25
Systems / Business Analyst	0.25
System Administrator / Help Desk / Trainer	0.50
Subject Matter Experts	as required

F&A OIR

State Project Manager	1.00
Database Administrator (Data Resource Manager)	0.30
Infrastructure Project Manager	0.30
Procurement / Contract Officer	0.05
OIR Support Manager	0.50
Analyst Programmer (SDS)	1.50
Quality Assurance Consultant	0.20

I.2.7.3 Additional State Staff

The State staff roles listed above makes up the State project team that will work with the Contractor. At the State's discretion, state personnel may be substituted or added as needed. The State reserves the right to add or remove members of the State's project staff with or without replacement.

I.2.8 General Responsibilities

This subsection further describes the general responsibilities the State expects the Contractor to assume during the project. It also lists the responsibilities the State will assume.

I.2.8.1 Contractor General Responsibilities

- a. The Contractor shall prepare a communications plan which shall include written bi-monthly progress reports and provide such reports to the State's project management team. The progress reports must be in a format approved by the State and include accomplishments, critical issues, personnel utilized and items planned for the next reporting period. Upon request of the State Project Manager, the Contractor shall report more frequently.
- b. Prior to the commencement of activities for each phase, the Contractor is required to submit a detailed, updated, work plan to the State for approval. The work plan must include a schedule, resource assignments, deliverables, and State staff involvement. The Contractor must obtain State approval of the work plan before commencing work.
- c. Prior to the commencement of activities for each phase subsequent to the Design Phase Kick-off, the Contractor is required to review all deliverables, assessments, and measurements required during that phase in support of the Quality Management Plan.
- d. The Contractor must prepare a table of contents and sample page layouts of all deliverables at the beginning of each phase. The State reserves the right to require changes to structure and layouts.
- e. At the conclusion of each phase, the Contractor must obtain written approval from the State on all deliverables before the phase will be considered completed by the State.

- f. The Contractor shall perform quality control on all deliverables before submission for State review and maintain records of those activities (see Contract Attachment I, Section I.2.6.2 and Contract Attachment I, Section I.2.6.10).
- g. The Contractor will provide one hardcopy (at a minimum) and one electronic format (Microsoft Office format) for all deliverables, except for the data model which is in Power Designer or another current State standard data modeling format tool, within each phase of the project as defined by the State.
- h. The Contractor shall comply with State standards for application development where such standards exist and propose standards for application development tasks when they don't exist, as they pertain to this subject (see RFP Attachment H – Infrastructure and Standards Requirements).
- i. Work with the Portal Contractor project team, through the State Project Manager acting as liaison, to ensure that the interface with the portal application is appropriately designed, developed, tested and implemented.
- j. Assume primary responsibility for the systems integrator role.

I.2.8.2 State General Responsibilities

- a. Provide overall project direction and management.
- b. Establish a Project Steering Committee and conduct quality review meetings (see Contract Attachment I, Section I.2.6.4).
- c. Review and approve all deliverables (see Contract Attachment I, Section I.2.6.5).
- d. Ensure that technical assistance and support are provided in capacity planning, network planning, database and dictionary requirements, and software requirements of any existing (package) or developed systems.
- e. Establish project organization by meeting with Contractor project management to finalize and document areas of responsibility, personnel reporting relationships and administrative procedures.
- f. Establish evaluation mechanisms by setting up procedures for day-to-day control of the project as defined by the combined (State and Contractor) project management team.
- g. Finalize all project-specific documentation standards and requirements for the various types of documentation that will be produced for different individuals and groups during the project. These standards will ensure consistency of approach and sufficiency of content. Provide existing State standards for application development.
- h. Coordinate other State resources as needed to support the development and implementation process.
- i. Obtain appropriate State approvals and commitment.
- j. Provide information and answer questions at Contractor request.
- k. Provide Database Administration monitoring activities.
- l. Provide physical space for the documentation repository during the operations phase.
- m. Establish the technical environment to support the project, including the development environment and development software, during the operations phase.
- n. Act as liaison between the Contractor project team and the Portal Contractor project team.

I.3 Product Development Phases

The following sections describe the Product Development Phases that the Contractor and the State will use to develop MARS. These phases are further described in the State's IT Methodology. Note, however, that the State has already performed the first two ITM phases: "Scope and Feasibility" and "Requirements Definition & Solution Evaluation." Therefore, the first task in the Design Phase, to be

called the Design Phase Kick-off, will be for the State and the Contractor to revisit all deliverables/outputs of the previous phases to ensure understanding, make any necessary document revisions, and plan the remainder of the project.

I.3.1 Design Phase Kick-Off

During the Design Phase Kick-off, the State and Contractor will prepare for the Design Phase by ensuring that the project working environment is ready; that (State and/or Contractor) hardware has been installed and configured; and that commercial software design tools (if any) necessary for design are in place and ready for use. Additional specific Contractor and State responsibilities follow.

I.3.1.1 Design Phase Kick-Off - Contractor Responsibilities

The Contractor has ultimate responsibility for preparation of deliverables in the Design Phase Kick-off sessions. State staff will work closely with the Contractor during this phase to provide information and assistance in these critical tasks.

I.3.1.1.1 Review, Update, and Assume Ownership of Project Plan

The State and the Contractor will meet to review the Project Plan provided as a part of the Proposal. The State will assist the Contractor in identifying updates to the Project Plan required in preparation for moving into subsequent phases of the project. After these updates have been identified, the Contractor will take ownership of the Project Plan, make the necessary updates, and assume ongoing maintenance responsibilities for the Project Plan.

I.3.1.1.2 Create Quality Management Plan

The Contractor will develop a Quality Management Plan to guide quality-related activities during the project. The planning effort will establish quality goals and metrics for the project. It will define quality control and quality assurance activities needed to meet quality goals and assign responsibilities for performing them. It will associate quality control activities and responsibilities with work products (deliverables) so that approvals may be obtained in a timely and effective manner. Planning results are documented in the project Quality Management Plan, which must be approved in writing by the State (See Contract Attachment I, Section I.2.6.1).

I.3.1.1.3 Review Functional and Technical Requirements

During walk-through sessions with the State project team, information unique to Tennessee (e.g. the current system, the environment, the management structure, and interfaces) will be presented and discussed. The State team will be prepared to give the Contractor an expeditious review of the project documentation and any other information requested by the Contractor. The review sessions will include the following:

- a. MARS Functional and Technical Requirements, which are contained in Attachments to the Contract.
- b. State or federal policy changes since the publication of this RFP, if any.

I.3.1.1.4 Revise Functional and Technical Requirements

The Contractor must thoroughly review the Functional and Technical Requirements documentation and identify any adjustments or corrections needed, before more detail is added. The Contractor will make the needed adjustments or corrections and have these revisions approved by the State.

I.3.1.1.5 Product Functional Demonstration

The Contractor must demonstrate the application in the State's technical environment to assure that all features are functional before modifications are applied.

- a. The Contractor must detail each change needed to bring the software package into compliance with the Functional and Technical Requirements as defined in the Design Phase Kick-off review.

The Contractor must outline the steps required to add a new function to the system. As the project progresses in the design phase, additional modifications will require documentation and approval.

- b. All modifications must be documented so that the State can be assured that all changes have been made during subsequent testing tasks.

I.3.1.2 Design Phase Kick-Off - State Responsibilities

- a. Assist Contractor in functional and technical requirements review.
- b. Assist Contractor in updating the Project Plan.
- c. Assist Contractor in developing the Quality Management Plan.
- d. Review and approve all Design Phase Kick-off deliverables.
- e. Conduct Quality Review meetings.
- f. Provide information and answer questions at Contractor request.
- g. Obtain appropriate State approvals and commitment.

I.3.1.3 Design Phase Kick-Off - Deliverables

Contractor must produce the following deliverables:

- a. Confirmed and revised Analysis Specifications, including Functional & Technical Requirements.
- b. Modification Document. See I.3.1.1.5 b.
- c. Project Plan.
- d. Quality Management Plan.

I.3.2 Design Phase

- a. The objective of the Design Phase is to develop a System Design to meet the system functional requirements. In preparation for the development of the system, the detail in the analysis specifications must be expanded to a more elementary and detailed level. Expansion of the analysis will be the focus of the project at the beginning of this phase.
- b. The following tasks are included in this phase: maintain the Project Plan; enhance the Detailed Requirements Document; construct and present a customized System Overview; develop General and Detailed Design Documents; develop a GUI Standards Document (screen, report formats), to include a class and object library; establish a Capacity Evaluation Plan; develop a Test Management Plan, Conversion Strategy, and an Implementation/Installation Strategy, and develop a Training Plan, which will address the preparation of training materials.
- c. During this phase it is necessary to develop a detailed Conversion Plan that includes all conversion procedures and all appropriate conversion programs identified during system design. (See Contract Attachment G – Data Conversion Requirements.)

I.3.2.1 Design Phase - Contractor Responsibilities

I.3.2.1.1 Maintain Project Plan and Quality Management Plan

- a. Review the Project Plan with State project management, adjust it as required, and obtain State approval to begin the phase.

- b. Maintain the work plan, including the critical path time line, and report performance against the plan to the State on (at least) a monthly basis.
- c. Assess the status of phase-related measurements defined by the Quality Management Plan with State management.
- d. Ensure that all processes and metrics are in place, as defined in the Quality Management Plan, to measure quality as the work is in progress.

I.3.2.1.2 Enhance Detailed Requirements

- a. After the review and adjustment of the Functional and Technical Requirements with the supporting data model during the Design Phase kick-off, the Contractor will add the detail necessary to complete the design of the system. The Contractor is expected to maintain the data model and process model, using a current State standard data modeling tool.
- b. As design progresses, add the detail to the Functional and Technical Requirements documentation. These enhancements will require approval by the User Departments and other agency personnel through the review process established in the Design Phase Kick-off.

I.3.2.1.3 Construct System Overview

- a. Present a graphic model to communicate broad design concepts and a narrative to explain the model in sufficient detail to present the business functions of the system.
- b. If an existing software package is proposed, include a section in the Overview that explains, at an overview level, how each of the Functional Requirements is addressed in the existing software; or how this functionality will be added if it does not presently exist.
- c. List system objectives and constraints.

I.3.2.1.4 Develop General and Detailed System Design

- a. Provide a System Design that supports the business and technical requirements. Special consideration must be given to flexibility to add future functions and ease of maintenance so that legislative changes can be quickly implemented. The System Design must take State standards into account (See Contract Attachment H – Infrastructure and Standards). Many of the design components may already be described in the software package documentation, but these descriptions may, at the State's discretion, need to be modified to reflect system functional and technical requirements.
 - 1. Establish database design. Develop data requirements definitions. Create file structures, organization, access, and processing limitations. Define standard patterns for report formats and screen displays, including screen paths. Develop logical entity relationship diagram (logical data model) and physical database diagram (physical data model). Develop trigger and stored procedure usage documentation.
 - 2. Develop security requirements definition and security design document. Document system security and access constraints.
 - 3. Develop backup, recovery, and restart requirements, including disaster recovery. Examples of these requirements, include, but are not limited to, the following: image copy scheduling frequency (daily, weekly, etc.); image copy scheduling time (before/after nightly batch processing, 3:00 A.M., etc.); in case of damaged data, a discussion of the specific items that would need recovery (e.g., only the damaged table, a referential subset of the data, or the entire database); and identification of appropriate times for DRM to schedule reorganization jobs.

4. Identify interface files (see Contract Attachment D – Interface Requirements) and processing limitations. Define the operating environment, including architecture of the system and error control procedures.
 5. Develop specifications for the interface between MARS and the portal application.
 6. Develop Communications Network Design, consistent with Standard State Architecture. The Contractor will provide the State with a description of proposed telecommunications network changes, upgrades, and/or enhancements, including security components, to the Tennessee environment to accommodate the MARS application.
- b. The Contractor must also provide an Existing System/State Functional Requirements Mapping document. This document will map, at a detailed level, every State-required function into the existing software to ensure that the existing system will meet all of the State's needs. It is not sufficient to merely say that the function will be provided in the existing software; this document must be at a level of detail sufficient to show how the function will be provided. Any State-required functions not currently included in the existing software must be fully described and a design solution proposed that will meet the State's needs.
 - c. After the review period, the Contractor must, through a combination of presentation and system demonstration methods, conduct a thorough walk-through of the General and Detailed System Design, indicating clearly how the design meets the User Department's specific requirements.

I.3.2.1.5 Establish Capacity Evaluation Plan

The purpose of the capacity evaluation is to identify users of the system and to assist State technical, operations, and telecommunications personnel in projecting the capacity needed and communication requirements (bandwidth, lines, data transmission security requirements, etc.) to support the system. Capacity planning for Servers (application, communications, database, gateways, etc.) and for clients must be included.

- a. The State requires the Contractor to plan a strategy with review points for capacity evaluation. The initial strategy and evaluation should be based on preliminary estimates from data provided by the State, taking into account compatibility with the Tennessee environment; subsequent evaluations and modifications to the strategy will be made as the project progresses and more detailed data estimates become available. Information relating to approved hardware, software, and communications network is referenced in Contract Attachment H - Infrastructure and Standards Requirements.
- b. The capacity evaluation will project, at a minimum, number of processors, processor size and speed, input/output rates (I/O per second), communications requirements (bandwidth estimates, page sizes, data block sizes, lines, terminals, printers, minimum bit rate, packet loss, latency, etc.), memory, storage, cartridges (number and maximum devices required). These projections must take into account DRM requirements with regard to configuration and capacity.
- c. The Contractor is responsible for proposing a solution that is efficient, cost effective, compatible, and reasonable for the State's data processing environment. The Contractor is required to provide to the State all information about the impact of application solutions (such as additional memory, etc.) as well as capacity planning information for the production system growth that the State estimates to be approximately five (5) percent

I.3.2.1.6 Develop Test Management Plan

- a. The Proposer must describe its approach to managing and conducting testing activities. To be valid, this approach must conform to the following State parameters for system testing:

1. At the State's request, the Contractor must be prepared to replicate any or all Unit and Integration tests on-site using the State's testing environment, including the State's Wide Area Network;
 2. At the State's request, the Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own Unit, Integration, and Systems tests;
 3. The Contractor may perform Unit, Integration, and Systems Tests off-site; however, the official Systems Test and all Acceptance Testing must be performed on-site using the State's testing environment.
 4. The use of production or "live" data for testing is not permitted, except in exceptional circumstances, e.g. capacity evaluation testing. These circumstances must be documented in the Test Plan and specifically approved in advance of testing. Whenever production or "live" data is used for testing procedures and monitoring must be prepared and in place to prevent unauthorized disclosure of the data.
 5. All requirements of the System must be "covered" by one or more test cases identified in the Test Plan. Data Conversion procedures and software are specifically required to be covered in the Test Plan.
- b. In this phase, the Contractor must prepare a general Test Management Plan. The Test Management Plan must address each test environment individually, with sections for Unit Test Plan, Integration Test Plan, System Test Plan, and Acceptance Test Plan. (The Capacity Evaluation Test has its own plan, as described below.) Note that the Acceptance Test Plan will be a description of the Contractor's role in assisting the State to perform the Acceptance Test; the State will actually perform the Acceptance Test. The State has briefly defined each test plan in the ITM Web site's ITM MODEL, Design Phase, Construction Phase, and Acceptance Test Phase. The Test Management Plan must address the objectives, approach, procedures, and techniques used in each test environment. The plan must also address the environment, including infrastructure safeguards, test condition level and format, source and management of test data, and test validation procedures. The Test Management Plan must also include instructions for detailed testing of the MARS interfaces resulting in the verification that data was transmitted and received in accordance with functional requirements. The plan should also outline resource requirements that at a minimum include information pertaining to personnel, hardware, and testing tools.
- c. Procedures outlined in the plan should address test data management, problem reporting and tracking, software migration, and data backup and recovery. The Contractor must also include a plan to conduct a Capacity Evaluation Test that addresses the needs identified in the Capacity Evaluation Plan. The capacity test results will be used to confirm that all software to be supplied and/or developed, and the hardware configuration included in the Contractor's Proposal will meet all system functional requirements.

I.3.2.1.7 Develop Implementation/Installation Strategy

In preparation of the Implementation/Installation Strategy, the Contractor will describe the strategy for installing the system by defining the processes, schedules, hardware installation, software installation, and site preparation. The Implementation/Installation Strategy should outline, at a minimum, the following:

- a. Objectives and approach for components requiring installation, with particular emphasis on utilization of the WAN, Intranet and Internet.
- b. Software installation relating to system issues.
- c. Site preparation, addressing site specific requirements and plans.
- d. Installation schedule in coordination with plans for conversion and training.
- e. Recommendations concerning third-party software needs and timing of purchase (if applicable).

I.3.2.1.8 Develop Training Plan

See Contract Attachment F – Training Requirements.

I.3.2.1.9 Develop Detailed Conversion Plan, Procedures and Programs

See Contract Attachment G – Data Conversion Requirements.

I.3.2.2 Design Phase - State Responsibilities

- a. Participate in the design and development of the system.
- b. Assist in analysis enhancement of the Detailed Requirements.
- c. Review and approve all Design Phase deliverables.
- d. Conduct Project Steering Committee meetings.
- e. Provide all available relevant documentation on current system.
- f. Clarify, at the Contractor's request, State policies, regulations and procedures.
- g. Identify users and operators to be trained.
- h. Identify final system test site(s).
- i. Approval of database design and data element names.
- j. Conduct quality reviews.
- k. Work with the Contractor project team and the Portal Contractor project team to resolve any issues on the design of the portal interface and, with the agreement of the Portal Contractor Project Manager; sign off on the design.
- l. Identify personnel to participate in the conversion of data.
- m. Conduct data conversion accuracy verification.

I.3.2.3 Design Phase Deliverables

The following are the standard project deliverables:

- a. Enhanced Detailed Requirements, including Analysis Specifications.
- b. System Overview.
- c. General System Design.
- d. Detailed System Design.
- e. Capacity Evaluation Plan.
- f. Test Management Plan.
- g. Conversion Strategy. (See Contract Attachment G – Data Conversion Requirements.)

- h. Implementation/Installation Strategy.
- i. Training Plan (See Contract Attachment F – Training Requirements.)
- j. Updated Project Plan, with emphasis on the Work Plan.
- k. Proposed database logical and physical designs and other file structures.
- l. Forms, reports, Inquiries and screen formats.
- m. Communications Network Design.
- n. Specifications for the interfaces between MARS and all other systems, described in Contract Attachment D - Interface Requirements.
- o. Conversion Plan, procedures, programs, and test results.

I.3.3 Construction Phase

Contractor will fulfill the following Construction Phase requirements.

- a. In this phase of the project, the major objectives are to develop application software to satisfy the functional and technical requirements and to test the software with Unit, Integration, System, and Acceptance Tests.
- b. The Contractor will build upon the Test Management Plan, adding the details necessary to guarantee thorough testing at Unit, Integration, System, and Acceptance Test levels.
- c. Training of State staff will be necessary in this phase. Also, an Implementation Plan, User Manual, Quick Reference User Documents, Operations Manual, and a Procedure Manual will be developed and approved.

I.3.3.1 Construction Phase - Contractor Responsibilities

I.3.3.1.1 Maintain Project Plan and Quality Management Plan

- a. Review the Project Plan with State project management, adjust it as required, and obtain State approval to begin the phase.
- b. Maintain the work plan, including the critical path time line, and report performance against the plan to the State.
- c. Assess the status of phase related measurements defined by the Quality Management Plan with State management.
- d. Ensure that processes are in place, as defined in the Quality Management Plan, to measure quality as the work is in process.
- e. Review and update the Capacity Evaluation Plan during the Construction phase to monitor capacity needed to support the system.

I.3.3.1.2 Develop Software

Software development must, at a minimum, include the following tasks:

- a. Develop software in accordance with specifications defined in Detailed System Design and conforming to State standards.

- b. Prepare and present a walk-through of each functional component of the new system for State quality reviews, including technical topics such as database design.
- c. Prepare written Test Plans, including test conditions and test data, for each Unit, Integration, System, Acceptance, and Performance/Stress Test.
- d. Prepare and maintain program documentation. Acceptance by the State will require the final build/compile of each program and the System Test to be performed on the State's target platform.

I.3.3.1.3 Test Software

- a. During and subsequent to programming, the Contractor must conduct a thorough test of all program subsystems. This will ensure that when the system is provided to the State for testing, the Contractor is confident that the system is fully functional and operational as specified by the State.
- b. The general Test Management Plan as well as the detailed Unit Test, Integration Test, System Test and Acceptance Test Plans will be used as a guide in the Unit, Integration, System, and Acceptance testing. The State will perform the Acceptance Test.
- c. The Contractor must modify the system as required to make it acceptable to the State (see Contract Attachment I, Section I.2.6.7 and Contract Attachment I, Section I.2.6.8 above).
- d. The Contractor must provide all software and documentation required to support system backup, recovery, restart, and reorganization. This applies to all technical environments: testing, training, and production.
- e. The following test areas must be addressed during the Construction Phase:
 - 1. Conduct Unit (program) Tests.
 - 2. Conduct Integration Tests.
 - 3. Conduct System Test.
 - 4. State Acceptance Testing assistance.
- f. The testing tasks, at a minimum, should include:
 - 1. Prepare test data and data to be retained for on-going testing which reflects sufficient test cases per test plan. At the State's request, provide test conditions and test data for all unit and integration tests.
 - 2. Conduct test of network performance under simulated peak load conditions.
 - 3. Train State Acceptance Test staff.
 - 4. Provide assistance during State's Acceptance Test.
 - 5. Correct system discrepancies.

I.3.3.1.4 Develop Implementation Plans

The Implementation Plans, for each department in which the System will be implemented, must complement the tasks defined in the Conversion Strategy and the Implementation/Installation Strategy developed in the preceding phase. The Implementation Plans must address implementation preparation tasks in detail, readiness to convert the required data, security preparation, staff training, and personnel assignments. All factors must be considered in light of the implementation approach approved by the State. In addition to the above, the Implementation Plans should address, at a minimum, the following tasks:

- a. Confirm the installation approach (as proposed by the State) and identify the schedule of installation activities. Describe the approach to installation and testing of third party software (if applicable).
- b. Confirm the training schedule.
- c. Confirm the systems test objectives and schedule.
- d. Confirm software completion schedule.
- e. Confirm data conversion and system conversion schedule.
- f. Identify production locations.
- g. Define production job flow and job dependencies.
- h. Define manual support procedures.

I.3.3.1.5 Conduct Capacity Evaluation Test

- a. Using the Capacity Evaluation Plan created and approved during the Design Phase and the Capacity Evaluation Test included in the Test Management Plan, the Contractor will conduct all planned capacity testing in cooperation with the State. The Contractor may be required to perform capacity testing multiple times until satisfactory test results are obtained to provide the State with the final Capacity Evaluation Report. The Capacity Test will include stress and volume testing. Capacity testing shall include a stringent stress test that includes a simulation of workload and volume test.
- b. The Contractor will conduct all planned capacity testing in cooperation with the State Project Team, including individuals from OIR Database Administration, OIR Technical Systems Support, and OIR Telecommunications.
- c. The Contractor will prepare an interim and final Capacity Evaluation Report that documents, in detail, the results of the test and recommendations for resolving any problems, as outlined in the Capacity Evaluation Plan.
- d. Before the final Capacity Evaluation Report is presented to the State for approval, it must be reviewed and approved by a State technical team.

I.3.3.1.6 Develop User Staff Training Curricula and Materials

See Contract Attachment F – Training Requirements.

I.3.3.1.7 Develop Technical Staff Training Curricula and Materials

See Contract Attachment F – Training Requirements.

I.3.3.1.8 Develop User Manual

The Contractor must develop a User Manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The User Manual will be used by the State Acceptance Test team to mirror the production environment and verify manual content.

- a. The User Manual must address the view of the system required by The User Departments business users. It must cover all facets of system functions and operations, including:
 - 1. Complete instructions for the users, completely explaining the use of each system function;

2. System usage scenarios, based on real world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the system;
 3. How input data are stored and related between system records;
 4. How to generate/suppress standard and ad-hoc reports;
 5. Normal report distribution;
 6. Prioritization processing, system-determined priorities, and user override procedures;
 7. System log-on, log-off, and security features;
 8. Error messages, including a definition if the message is not self-explanatory, and error correction procedures;
 9. Help features and usage;
 10. System troubleshooting;
 11. Entering data and data validation;
 12. Record update procedures;
 13. Mandatory data fields and default data values;
 14. Data correction and user help features;
 15. Menu and system function traversal;
 16. Screen layouts and contents;
 17. Search and inquiry features; and
 18. Where to seek assistance for problem recovery for application and/or equipment problems.
- b. The User Manual must contain sufficient information to enable the user to independently operate the system, troubleshoot simple problems, and correct problems. The manual must be able to serve as a reference guide and a teaching aid.
 - c. In conjunction with the User Manual, a Quick Reference User Document will be produced by the Contractor that will be an immediate aid to the user and quickly describe operations.
 - d. The Contractor must develop the User Manual and the Quick Reference document so that they may be maintained in electronic format and be converted into PDF format for users to either view on-line or print on letter size paper.
 - e. The User Manual must be revised with any changes resulting from the State's Acceptance testing and initial user training sessions.

I.3.3.1.9 Develop Operations Manual

The Contractor must provide an Operations Manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The Operations Manual must address the view of the system required by analysts, programmers and other technical personnel. It should provide an understanding of the application, database design and file structures, relationships between programs, security, troubleshooting, special constraints, procedures for data recovery and restart procedures, and other operational guidelines.

- a. The Operations Manual must cover all facets of the technical operation of the system and address the following topics:
1. Application and database design and architecture;
 2. Application structure and module/sub-module/program/subroutine relationships;
 3. Application start-up/shut-down procedures;
 4. Application backup, recovery, and restart procedures;
 5. Data dictionary structure and maintenance procedures;
 6. Database logical and physical organization, and maintenance procedures;
 7. Application security features;
 8. Audit and testing procedures;
 9. System data input, error checking, error correction, and data validation procedures;
 10. User help procedures and features;
 11. System troubleshooting and system tuning procedures and features;
 12. System administration functions, such as code management and copy file management;
 13. Setting and changing system password and State User ID;
 14. RACF (the State's security system) security features; the role RACF plays in establishing the User ID values in the System.
 15. System interface processing;
 16. On-line and batch processing procedures;
 17. Unique processing procedures;
 18. Report generation procedures;
 19. Menu structures, chaining, and system command mode operations;
 20. Job scheduling;
 21. Job cycles (daily, weekly, monthly, quarterly, annual, and special);
 22. Special forms usage.
- b. The Operations Manual must provide State technical staff the knowledge to efficiently operate and maintain the system independent of Contractor assistance.
- c. The Contractor must develop the Operations Manual so that it may be maintained in electronic format and be converted into PDF format for users to either view on-line or print on letter size paper.
- d. The Operations Manual must be revised with any changes resulting from the State's Acceptance testing and initial user training sessions.

I.3.3.1.10 Develop Procedure Manual

- a. The Contractor must provide a Procedure Manual which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The Procedure Manual must document instructions for manual operations and tasks that are performed in direct conjunction with the automated system. It must address each task performed in a step-by-step procedure that identifies the ACTION (task to be performed) and the individual with RESPONSIBILITY to complete the action. It must also contain sufficient information to enable the user to support the User Department's new system.
- b. The Contractor must develop the Procedure Manual so that it may be maintained in electronic format and be converted into PDF format for users to either view on-line or print on letter size paper.
- c. The Procedure Manual must be revised with any changes resulting from the State's Acceptance testing and initial user training sessions.

I.3.3.1.11 Refine the Training Plan

See Contract Attachment F – Training Requirements.

I.3.3.1.12 Train the State Acceptance Test Team

See Contract Attachment F – Training Requirements.

I.3.3.1.13 Portal Interface Testing

Work with the State Project Manager and the Portal Contractor to test the interface between MARS and the portal application.

I.3.3.1.14 Other Interface Testing

Work with the State Project Manager and representatives from key systems to plan and execute testing of the interfaces between MARS and key systems.

I.3.3.2 Construction Phase - State Responsibilities

- a. Review and approve Construction Phase deliverables.
- b. Develop, finalize, and approve Acceptance Test criteria and procedures.
- c. Assist in the development of Acceptance Test data.
- d. Take action, based on Capacity Evaluation Plan.
- e. Identify staff to be trained.
- f. Provide a stable training environment (hardware, operating system software and communications) for the training of User Departments staff located in Nashville.
- g. Review and approve all Training deliverables.
- h. Provide preliminary training such as basic keyboard, word processing, Internet and printer familiarity. This does not include any system-specific details such as function key assignments.
- i. Monitor all training activities of State staff.

- j. Conduct quality reviews.
- k. Coordinate the testing of the interface between MARS and the portal application.
- l. Coordinate the testing of the interfaces between MARS and other key stakeholders' systems applications.

I.3.3.3 Construction Phase - Deliverables

Contractor must produce the following deliverables:

- a. MARS application software, as installed on the State's target platform. This must be made up of final compiles/builds run on the State's target platform.
- b. Updated system and program documentation in accordance with State standards. The General and Detail System Design Documents must be in final form; program module documentation may be in preliminary form, but complete enough to support User Acceptance Testing.
- c. At the State's request, test plans, detailed test conditions, expected test results, actual test results, and matching test data for unit and integration tests run in the test environment.
- d. Test plans, detailed test conditions, expected test results, actual test results, and matching test data for integration and system tests run on the State's target platform.
- e. Results of successful application backup, recovery, and restart procedures tests.
- f. Capacity Evaluation Report.
- g. Updated Capacity Evaluation Plan (includes production space requirements).
- h. Implementation Plan.
- i. User Manual.
- j. Quick Reference User Document.
- k. Operations Manual.
- l. Procedure Manual.
- m. Updated Project Plan, with emphasis on the Work Plan.
- n. Results of testing of the interface between MARS and all interfaces listed in Contract Attachment D - Interface Requirements and the portal application.

I.3.4 Acceptance Test Phase

- a. In this phase of the project, the major objectives are to conduct the Acceptance Test, to correct any discrepancies and problems found in the application software to satisfy the functional and technical requirements, to complete all training and user manuals and documents, and to prepare for the Implementation Phase.
- b. During this phase it is necessary to execute the detailed Conversion Plan in support of the Acceptance Testing.
- c. The final version of the Implementation Plan, User Manual, Quick Reference User Documents, Operations Manual, and a Procedure Manual will be completed and approved.

I.3.4.1 Acceptance Test Phase - Contractor Responsibilities

I.3.4.1.1 Maintain Project Plan and Review Quality Management Plan

- a. Review the Project Plan with State project management, adjust it as required, and obtain State approval to begin the phase.
- b. Maintain the work plan, including the critical path time line, and report performance against the plan to the State.
- c. Assess the status of phase related measurements defined by the Quality Management Plan with State management.
- d. Ensure that processes are in place, as defined in the Quality Management Plan, to measure quality as the work is in process.
- e. Review and update the Capacity Evaluation Plan during the Construction phase to monitor capacity needed to support the system.

I.3.4.1.2 Assist the State in Conducting Acceptance Test

The Contractor will initiate the Acceptance testing by converting samples of data sufficient for the State to conduct its tests. This will include populating the system with sufficient data so that MARS is a fully functioning system.

The State will conduct the Acceptance Test following the procedures outlined in the Acceptance Test Plan. The Contractor will coordinate with the State by resolving any discrepancies and problems encountered during the testing process.

I.3.4.1.3 Complete Documentation

All Manuals are to be completed during this phase (User Manual(s), Quick reference Guide, Procedure Manual, and Operations Manual).

Revise the Detailed Design Document if any changes were made during this phase of the project.

I.3.4.1.4 Prepare for Implementation

Revise Implementation Plan. Each location to be implemented must be prepared in advance to receive MARS application(s) on its scheduled implementation date.

Prepare Implementation Environment.

I.3.4.2 Acceptance Test Phase - State Responsibilities

- a. The State will conduct a rigorous Acceptance Test of the system (see this attachment's Section I.2.6.6 above). The State's Acceptance testing will include samples of converted data.
- b. Validate and document Acceptance Test results, specifically Execute/Verify Functional Test Procedures, Technical Test Procedures, and Quality Test Procedures as defined in the Acceptance Test Plan.
- c. Inform Contractor in writing of any system discrepancies identified during the Acceptance Tests and track such discrepancies encountered until corrected or resolved.
- d. Obtain User Sign-off.

I.3.4.3 Acceptance Test Phase - Deliverables

Contractor must produce the following deliverables:

- a. Updated System and Program documentation. The General and Detail System Design Documents and Program Module Documentation must be in final form.
- b. Fully Configured and Populated Acceptance Testing Environment.
- c. Updated Implementation Plan.
- d. Completed Training Plan.
- e. Completed User Manual.
- f. Updated Project Plan, with emphasis on the Work Plan.
- g. Written request for approval of Acceptance Test.

I.3.5 Implementation Phase(s)

- a. Contractor will refine, as necessary, its proposal requirement document describing its overall approach to implementation, including approaches that minimize disruption of ongoing operations.
- b. The Implementation Phase is the last of the Application Development Phase series. In this phase, the objectives are to install the system and to conduct operational and evaluation tests of the system as it comes on-line. These tests must be performed at the State's project site.
- c. The User Departments have currently targeted implementation schedules designed to implement MARS applications over a period of time (see Contract Attachment I, Section I.5: Project Schedule). The Implementation will occur in the User Departments on independent, but parallel, time schedules. For each implementation:
 1. The Contractor will fully implement the System will monitor the operation in each department for thirty (30) days. At the end of the 30 day operations and monitoring period, and after correcting any deficiencies discovered, the Contractor may request written State approval of the completion of the Implementation Phase. This State approval shall constitute the State's acceptance of the completed MARS implementation.
 2. Upon completion of the Implementation Phase, the State will compensate the Contractor as defined in the Contract Section C.3. The payments made to the Contractor for the Implementation Milestone shall include all costs to the State to fully implement the MARS applications, including, but not limited to, all hardware/ software, installation, systems integration, system and training documentation, training costs, application support, and troubleshooting.
- d. At the State's option the State may change the hardware/software configuration at an implementation location. If the State exercises this option, the State shall increase or reduce its compensation to the Contractor accordingly.
- e. The following Implementation tasks are iterative and the Contractor will perform them for the User Departments, Nashville locations and for each off-site location implemented:
 1. Install hardware/software, if applicable.
 2. Provide Training.
 3. Conduct Implementation.

4. Evaluate System Performance.
5. Request Approval of Implemented Functionality.

I.3.5.1 Implementation Phase - Contractor Responsibilities

I.3.5.1.1 Maintain Project Plan and Quality Management Plan

- a. Review the Project Plan with State project management, adjust it as required, and obtain State approval to begin the phase.
- b. Maintain the work plan, including the critical path time line, and report performance against the plan to the State.
- c. Assess the status of phase related measurements defined by the Quality Management Plan with State management.
- d. Ensure that all processes are in place, as defined in the Quality Management Plan, to measure quality as the work is in progress.
- e. Review and update the Capacity Evaluation Plan during the Implementation phase and monitor the capacity needed to support implementation of the system.

I.3.5.1.2 Convert Data

The Contractor shall complete the conversion of current data to the new system in accordance with the detailed Conversion Plan developed in the Construction Phase. Included in the conversion of data is the populating of data necessary to make MARS a fully functioning system. The Contractor shall submit a request for approval of the converted data to the State. The Contractor will conduct an audit of data before and after conversion, to ensure proper counts are maintained. See Contract Attachment G – Data Conversion Requirements for specific requirements.

I.3.5.1.3 Provide Training

The Contractor will be the Primary Trainer, performing all roles to fully train the selected trainers (“train the trainer”) from the User Departments staff, Help Desk staff, Technical and Operations Staff, and Users for the implementations at off-site locations. See also Contract Attachment F – Training Requirements.

- a. The Contractor must ensure that the training environment is operational. This includes, at a minimum, the following:
 1. Creating and initializing all databases
 2. Installing the (acceptance) tested executable software
 3. Ensuring stability of the system and refresh of data prior to beginning each training session.
- b. Conduct and validate training, which must be designed to ensure trainee interest and retention of information. The Contractor must provide a State approved participant roster at each training session and require participants to sign-in on the roster. The Contractor shall forward the completed roster to the State following each training session.
- c. Ensure training is completed prior to implementation for all affected staff.
- d. Prepare report of training effectiveness and validity. As a part of this activity, each participant must be polled within 30 days following the session to determine the effectiveness of the training. Results of this activity should be provided to the State.

- e. Adjust training methods and/or materials for correcting ineffective training.
- f. Revise all training materials for correction of deficiencies or resulting from system changes during the testing, training, and implementation phases.
- g. The use of production or "live" data for training is not permitted, except in exceptional circumstances. These circumstances must be documented in the Training Plan and specifically approved in advance of Training. Whenever production or "live" data is used for training, procedures and monitoring must be prepared and in place to prevent unauthorized disclosure of the data. Production or "live" data will never be used in Training Materials unless specific procedures and monitoring are prepared and in place to assure the destruction of the Training Materials at the end of the training.

I.3.5.1.4 Conduct Implementation

The Contractor will implement the system based on the approved Implementation Plan and provide for rigorous review and documentation of the results of the implementation. The following tasks should be included in this phase:

- a. Perform all implementation-related tasks, including all software maintenance, at the State project sites.
- b. Provide continuing on-line and batch job operational support to the State as the Facilities Manager.
- c. Correct all system deficiencies or discrepancies identified and required by the State (see Contract Attachment I, Section I.2.6.7 above).
- d. Complete or correct any system, user, or technical or training documentation that is incorrect or inadequate.
- e. Continue the on-the-job training for turning over the system to State staff upon request.
- f. Prepare a report of MARS results at the completion of the Implementation Phase.

I.3.5.1.5 Evaluate System Performance

- a. During system installation, the Contractor will evaluate performance factors including, but not limited to, transaction volumes, response times, CPU utilization, memory utilization, and input/output activity.
- b. Documentation must show that minimum performance objectives as projected in the Capacity Evaluation Plan will be achieved. Any proposed network addition must be able to integrate with the existing State network. Detailed documentation must be provided, demonstrating how the network will achieve the required response time. All calculations and assumptions are to be shown. The documentation shall, at a minimum, show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times. The Contractor is not required to provide communications hardware and software for the system. However, they are to provide the planning coordination for the network to achieve the response times indicated.
- c. The Contractor will continue to monitor system performance as described in Contract Attachment I, Section I.3.5.c, above throughout the thirty (30) day operations and monitoring period. The Contractor will update the documentation provided in Contract Attachment I, Section I.3.5.1.5.b above to reflect any new performance information gathered during the operations and monitoring period.
- d. The Contractor will prepare, and submit to the State for review and approval, a Performance Evaluation Report that presents the findings of the evaluation of system performance. The

Contractor and the State's Technology and DRM staff will work together to resolve any outstanding performance issues.

I.3.5.2 Implementation Phase - State Responsibilities

- a. Coordinate, assist, and monitor conversion activities with the Contractor.
- b. Validate and approve all converted data.
- c. Review and approve Performance Evaluation Report.
- d. Review and approve Request for Approval of implemented functions.
- e. Conduct quality reviews.
- f. Inform Contractor of all system discrepancies identified during implementation.
- g. Ensure necessary equipment and data lines are installed and operational for the system.
- h. Approve any enhancements or on-going maintenance of the new system in accordance with project schedules.

I.3.5.3 Implementation Phase - Deliverables

Contractor must produce the following deliverables:

- a. Written approval (by the State) of completed initial staff training and capability for ongoing training.
- b. Written request for approval of converted data.
- c. Updated Training Materials.
- d. Updated User, Procedure, and Operations Manuals.
- e. Updated System and Program documentation. The General and Detail System Design Documents and Program Module Documentation must be in final form.
- f. Performance Evaluation Report (iterative).
- g. Report of training effectiveness and validity.
- h. Written request(s) for approval of implemented functionality (iterative), includes approval of all implemented departments and locations.
- i. System Turnover Plan.
- j. Updated Capacity Evaluation Plan.

I.4 System Warranty

Contractor will ensure that the System is defect free, properly functioning, and compliant with the terms of the Contract. The Warranty Period shall be not less than (a) one year following acceptance of the Implementation Phase in the first Department, or (b) the end of the Software Licensure/System Support periods, described in the Contract. Throughout Warranty Period, or the Software Licensure/System Support period, the Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in MARS software reported by the State, and to provide such corrections in a timeframe determined by the State.

I.5 Draft Project Schedule

Task Description	Begin Date	End Date
Design	9/6/2005	
Construction		5/9/2006
Acceptance Test	5/9/2006	8/4/2006
Implementation – Health	8/4/2006	10/12/2006
Begin operations – Health	10/6/2006	
Implementation – Financial Institutions	10/6/2006	1/2/2007
Begin operations – Financial Institutions	1/2/2007	
Implementation – Commerce & Insurance	10/6/2006	1/2/2007
Begin operations – Commerce & Insurance	1/2/2007	
Implementation - Education	10/6/2006	1/2/2007
Begin Operations - Education	1/2/2007	

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, president, or partner, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:			
PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)			
<p>The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:</p> <ol style="list-style-type: none"> 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma</i> Contract. 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate. 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP. 4) The Proposers shall comply with: <ol style="list-style-type: none"> a) the laws of the State of Tennessee; b) Title VI of the federal Civil Rights Act of 1964; c) Title IX of the federal Education Amendments Act of 1972; d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government; f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP. 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma</i> Contract. 			
PRINTED NAME:		DATE:	
SIGNATURE & TITLE:			
	Signature		Title

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

(instructions and State Use Only areas are shaded)

PROPOSER NAME	
Evaluated by: RFP COORDINATOR	

SECTION A — MANDATORY REQUIREMENTS

The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:

- Proposal received on or before the Proposal Deadline.
- Technical Proposal copies and Cost Proposal packaged separately.
- Technical Proposal contains NO cost data.
- Proposer did NOT submit alternate proposals.
- Proposer did NOT submit multiple proposals in a different form.
- Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.

The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.

NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.

Proposal Page #		State Use ONLY
(to be completed by Proposer)	Mandatory Requirement Items	Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard, dated and signed business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard, dated and signed business letters, from vendors with which the Proposer has done business or, 	

Proposal Page # (to be completed by Proposer)		State Use ONLY
Mandatory Requirement Items		Pass/Fail
	<p>documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months</p> <ul style="list-style-type: none"> ▪ written confirmation that upon execution of a contract resulting from this RFP, the Proposer, as Contractor, will provide a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) ▪ a letter of commitment from a financial institution (signed by an authorized agent of the financial institution and detailing the Proposer's name) for a general line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) 	
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	
	<p>A.4 Provide confirmation that the solution will operate on a technical platform that meets the State's standards (Contract Attachment H)</p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

(instructions and State Use Only areas are shaded)

PROPOSER NAME:	
Evaluator Name, Date (State use)	
SECTION B — QUALIFICATIONS & EXPERIENCE	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>	

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>B.9 Describe the Proposer organization's number of employees, client base, annual revenues, and location of offices.</p>
	<p>B.10 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.</p>
	<p>B.11 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</p>
	<p>B.12 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (i.e., ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>
	<p>B.13 Provide customer references for similar projects representing three of the larger accounts currently serviced by the vendor.</p> <p>The references shall be provided to the State in the form of questionnaires that</p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>have been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.7. THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> 1. Proposer makes an exact duplicate of the State's form, as it appears in RFP Attachment 6.7; 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope; 3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal. 4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not open</u> them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. <u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u> <p>Each reference must include:</p> <ul style="list-style-type: none"> • the Proposer's name; • the Reference's Organization name; • the Name of the person responding; • the Title of person responding; and • the Date the reference form was completed. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided.</i></p>
	B.14 Provide a list, if any, of all current contracts with the State of Tennessee and

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the customer name and business address; ▪ the name, title, telephone number and e-mail address of the company contact knowledgeable about the system installation; and ▪ a brief description of the system installation: when installed, quantitative data indicating the magnitude of the system; and a statement of the relationship of the software to the software proposed for this RFP, in both breadth of function and relative software version. ▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided. Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></p>
	<p>B.15 Provide evidence that the solution was International Organization for Standardization (ISO) certified or developed in a Capability Maturity Model (CMM) certified developed environment</p>
(Maximum Section B Score = 20)	
SCORE (for <u>all</u> Section B items above, B.1 through B.15):	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

(instructions and State Use Only areas are shaded)

PROPOSER NAME:	
Evaluator Name, Date (State use)	

SECTION C - TECHNICAL PROPOSAL & EVALUATION GUIDE

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw score scale for scoring each item.

0 = little value 1= poor 2 = fair 3 = satisfactory 4= good 5=excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Provide a response that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.

Provide a detailed narrative for all requirements listed below that illustrates the Proposer's ability to meet the State's requirements. Clearly identify (a) requirements that are met with the base software package, and requiring no modifications, and (b) those requirements that will be met with modifications implemented as a result of this procurement.

Note: References are to the *Pro Forma* Contract Attachments, e.g. A.1.1 refers to Section A.1.1 of Contract Attachment A, Business Requirements.

Proposal Page #		State Use ONLY		
(to be completed by Proposer)	Technical Approach Items	Item Score	Item Weight	Raw Weighted Score
	<p>Business and Reporting Requirements (Contract Attachments A and C)</p> <p>For items C.1 through C.5 below, the Proposer must provide the following:</p> <ul style="list-style-type: none"> a. Demonstrate an understanding of the requirements by providing an explanation of how your solution meets these requirements, and b. Provide a User manual or screen shots that show the processes required to set-up a profession, manage license renewal, issue initial license and initiate a complaint <p>C.1 Set-up a Profession (A.1) C.2 Issue a License (A.2) C.3 Track Complaints (A.3) C.4 Manage License Fees (A.4) C.5 Maintain Consumer's Right to Know Information (A.5)</p> <p>C.6 Provide a narrative that addresses the Proposer's solution to provide a reminder capability by means of a "tickler" function throughout the solution (A.6) C.7 Provide for reporting needs as documented in Attachment C. C.8 Provide a narrative that addresses the ability of the Proposer's solution that offers a flexible, user friendly reporting capability, consistent with State standard reporting tools (Attachment C) C.9 Provide a narrative that describes the capability and means to create form letters, certificates and mailing labels (C.4) C.10 Complete the Business Requirement Gap Analysis Chart (Attachment 6.8)</p>	_____	20	_____

Proposal Page #		State Use ONLY		
(to be completed by Proposer)	Technical Approach Items	Item Score	Item Weight	Raw Weighted Score
	Data Requirements (Contract Attachment B) C.11 Provide a logical data model as part of the RFP Proposal. C.12 Provide a detailed analysis that addresses any omission, conflict or modeling differences in Proposer's Logical Data Model and the State's Model. C.13 If the vendor uses "profession specific data" or "user defined" entities, provide a detailed analysis that describes where in the system they are used, how they are used and where these entities are modeled in the Logical Data Model and how they are deployed in the Physical Data Model. C.14 Provide a narrative describing the use of stored procedures and triggers in the database in Proposer's solution. C.15 Provide a detailed analysis that describes conflicting rules between the Proposer's solution and the business rules, as defined in the Business Rules (B.5) and the strategy to mitigate these differences.	_____	10	_____
	C.16 Provide a detailed narrative that describes the Proposer's understanding and ability to interface with outside entities (Attachment D)	_____	2	_____
	C.17 Provide confirmation that the solution will meet or exceed the State's security requirements. (Attachment E)	_____	2	_____
	C.18 Provide a detailed narrative and high level plan that addresses training the technical and program staff in the use of the new system. (Attachment F)	_____	2	_____
	C.19 Provide a detailed narrative that addresses a strategy, approach and high level plan / schedule to successfully convert the current RBS and Education data to the new data structure. (Attachment G)	_____	6	_____
	C.20 Provide a narrative that confirms that the hardware components, technical architecture and software products are consistent with the State's standard. Any and all components that are not listed as a State standard must be identified. (Attachment H)	_____	6	_____

Proposal Page #		State Use ONLY		
(to be completed by Proposer)		Item Score	Item Weight	Raw Weighted Score
	C.21 The Proposer must provide a list of all software, hardware, and communications protocols (Attachment 6.9) that will be required to implement the solution requested through this RFP. <u>Disclosure after the Contract signing of additional software and/or hardware products or communications protocols required to deliver the services may at the State's discretion, be considered grounds for Contract cancellation.</u>		5	
	C.22 Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project methodology. (Attachment I)	_____	6	_____
	C.23 Provide a work plan that includes resources, milestones, deliverables and any other data to demonstrate the Proposer's understanding of the work required to successfully complete this project.	_____	6	_____
	C.24 Provide a narrative that demonstrates the Proposer's ability and experience to insure that the project will be implemented with the appropriate Quality Assurance processes and procedures to successfully implement the Proposer's solution. (I.2.6)	_____	2	_____
	C.25 Describe the Proposer's strategy and work-approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain that the Proposer understands the effort to be accomplished.	_____	2	_____
	C.26 Provide a narrative that describes the Proposer's menu system, system navigation scheme for end users, the ability to "drill-down" on data entities and conduct inquiries on program specific data and on-line help facilities.	_____	2	_____
	C.27 Provide a detailed narrative that addresses the on-going administrative features of the Proposer's solution for affecting changes to security profiles, passwords, new users, code value changes, ODBC connectivity, creating form letters, mailing labels, licensing certificates.	_____	2	_____

Proposal Page #		State Use ONLY		
(to be completed by Proposer)	Technical Approach Items	Item Score	Item Weight	Raw Weighted Score
	C.28 Provide a narrative that describes the Proposer's new and innovative functionality to the Licensing Process. The State is interested in innovations that are already in use and benefiting other customers; therefore the Proposer should include, wherever possible, in its innovation descriptions, a cross-foot reference to one or more specific projects presented as references in response to Attachment 6.3, Section B, Items B.13 and B.14, above. Do not include any innovations that are not in the fixed price of the proposal.	_____	2	_____
	C.29 Provide a narrative that describes Proposer's use of new and innovative information technology and business process improvements will provide a positive impact in the MARS system. The Proposer shall include a detailed narrative of the innovative features, work flows, technology features that will benefit the State. Proposer should include, wherever possible, in its innovation descriptions, a cross-foot reference to one or more specific projects presented as references in response to Attachment 6.3, Section B, Items B.13 and B.14, above. Do not include any innovations that are not in the fixed price of the proposal.	_____	2	_____
Total Item Weights and Total Raw Weighted Score			77	
<u>Total Raw Weighted Score</u> Possible Weighted Score (5 X Total Item Weights)		X 40 (RFP SECTION 5.1)	= SCORE:	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D

(instructions and State Use Only areas are shaded)

PROPOSER NAME:	
Evaluator Name, Date (State use)	

SECTION D— SOFTWARE DEMONSTRATION

The Proposer must address ALL Software Demonstration section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

The Proposer must be prepared to demonstrate the latest version of its proposed software solution at a State facility in Nashville, Tennessee. The demonstrations will be held in training facilities located in the Snodgrass Tennessee Tower.

For purposes of the demonstration, the State will provide the Proposer with access to the Internet, but the State will provide no other equipment or software. The demonstrations must last no more than three (3) hours. During this time, the Proposer shall allow for at least one (1) hour overall for questions and answers regarding the system. The Proposer must also provide any printing hardware and software that the Proposer believes is required to present its software solution in its best light. NOTE: All software shown will be considered as included in the cost proposed in the Cost Proposal.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value**1 = poor**2 = fair**3 = satisfactory**4 = good**5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)		State Use ONLY		
		Software Demonstration Items	Item Score	Item Weight
Not Applicable	D.1 Provide a demonstration of the software's ability to meet the State's business requirements. This demonstration must include, but is not limited to, the following business functions: <ul style="list-style-type: none"> • Setting up the business rules for a new profession • Processing an initial license application for a professional • Processing an initial license application for an organization / facility • renewing a professional license • renewing a license for a facility / organization • managing a complaint from notification through investigation • managing a case from attorney assignment to litigation • tracking disciplinary compliance • tracking on-line and mail-in license fees from receipt to validation 	_____	12	_____
N/A	D.2 Provide a demonstration of the software's navigation, help function, error messages	_____	4	_____
N/A	D.3 Provide a demonstration of the software's administrative functions, including but not limited to creating a new user, table maintenance, creating, reading, updating and deleting information from the system.	_____	2	_____
N/A	D.4 Provide a demonstration of the software's ability to meet the State's reporting functions.	_____	2	_____
Total Item Weights and Total Raw Weighted Score			20	
<u>Total Raw Weighted Score</u> Possible Weighted Score (5 X Total Item Weights)		X 10 <i>(RFP SECTION 5.1)</i>	= SCORE:	

COST PROPOSAL & SCORING GUIDE	
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.	
PROPOSER NAME:	
SIGNATURE & DATE:	
<p><i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive, president, or partner this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.</i></p>	
COST PROPOSAL SCHEDULE	
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.</p> <p>In the Cost Proposal table below, all weights and descriptions of how the weights were derived are for clarification and evaluation purposes only. These weights and descriptions are in no way binding upon the State and do not commit the State to purchase services from the Contractor in any particular quantities, or to purchase any services at all.</p> <p>In the Cost Proposal tables below, the Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer <u>must not</u> leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank required Proposed Cost cell as zero (0).</p>	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Base License Initial Licensure - 6.4.BL			
<p>Base License Initial Licensure Cost – A single, one-time, fixed cost to provide a license (or “licenses”) to the State that will allow up to six hundred (600) State concurrent users to use the MARS system (this license, or these licenses, are referred to herein as the “base license”). See <i>Pro Forma</i> Contract Section A.1.1, for a description of Base License Initial Licensure requirements.</p> <p>The Proposer shall propose <u>ONE</u> cost for Base License Initial Licensure. The State will compensate the contractor for Base License Initial Licensure by taking the proposed cost and dividing it across the three project Development phases in the same proportions as those applied to the Project Phases: i.e., 20% of the Base License Initial Licensure Cost will be subdivided, with one quarter of the 20% to be paid after each of the Department’s Design Phases are complete; 40% will be paid at the completion of the Construction Phase; and the remaining 40% will be paid at the completion of User Acceptance Test. See <i>Pro Forma</i> Contract Section C.3.</p>		1	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Project Phases - 6.4.A			
<p><u>6.4.A.1 Design Phase (includes Design Phase Kick-Off):</u> The installation of MARS, including all the requirements given in the <i>Pro Forma</i> Contract (A.2.a) and Attachments through the Design Phase. During this phase, the Contractor shall also identify and design any customization and tailoring of MARS necessary to comply with the State's requirements. (The Proposer will propose a single cost, which will be subdivided in accordance with Contract Section C.3, with the portions payable upon the completion of each Department's Design Phase tasks.)</p> <p><u>The Proposed Cost for this item cannot exceed twenty (20) percent of the total of the Proposed Costs for the Design, Construction, and User Acceptance Test Phases (6.4.A.1, 6.4.A.2, and 6.4.A.3)</u></p>		1	
<p><u>6.4.A.2 Construction Phase:</u> Customizing and tailoring MARS, including all the requirements given in the <i>Pro Forma</i> Contract (A.2.b) and Attachments through the Construction Phase. (One time cost, payable in the contract year of Construction Phase completion.)</p> <p><u>The Proposed Cost for this item cannot exceed forty (40) percent of the total of the Proposed Costs for the Design, Construction, and User Acceptance Test Phases (6.4.A.1, 6.4.A.2, and 6.4.A.3).</u></p>		1	
<p><u>6.4.A.3 User Acceptance Test:</u> Supporting the testing of MARS, including all the requirements given in the <i>Pro Forma</i> Contract (A.2.c) and Attachments from unit testing through the <u>User Acceptance Test</u>. (One time cost, payable in the contract year of User Acceptance Test Approval)</p> <p><u>The Proposed Cost for this item cannot exceed forty (40) percent of the total of the Proposed Costs for the Design, Construction, and User Acceptance Test Phases (6.4.A.1, 6.4.A.2, and 6.4.A.3).</u></p>		1	
<p><u>6.4.A.4 Implementation of the System in the Department of Health,</u> including converting Health's current RBS databases to the MARS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (One time cost, payable in the contract year of implementation. Cost submitted should be based on the level of detail involved for Implementation and Data Conversion of the Department specified.)</p>		1	
<p><u>6.4.A.5 Implementation of the System in the Department of Financial Institutions,</u> including converting Financial Institution's current RBS databases to the MARS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (One time cost, payable in the contract year of implementation. Cost submitted should be based on the level of detail involved for Implementation and Data Conversion of the Department specified.)</p>		1	

6.4.A.6 Implementation of the System in the Department of Commerce and Insurance, including converting Commerce and Insurance's current RBS databases for four selected Boards to the MARS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (One time cost, payable in the contract year of implementation. Cost submitted should be based on the level of detail involved for Implementation and Data Conversion of the Department specified.)		1	
6.4.A.7 Implementation of the System in the Department of Education, including converting Education's current databases to the MARS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (One time cost, payable in the contract year of implementation. Cost submitted should be based on the level of detail involved for Implementation and Data Conversion of the Department specified.)		1	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Base License System Support - 6.4.B			
6.4.B.1 Base License System Support: Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). (quarterly cost, Year 1, from the beginning of implementation to the end of year 1)		0.33 (one month)	
6.4.B.2 Base License System Support: Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). (quarterly cost, Year 2)		4 (quarters per year)	
6.4.B.3 Base License System Support: Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). (quarterly cost, Year 3)		4 (quarters per year)	
6.4.B.4 Base License System Support: Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). (quarterly cost, Year 4) (Note – Base License System Support in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		4 (quarters per year)	

<p>6.4.B.5 Base License System Support: Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). (<u>quarterly</u> cost, <u>Year 5</u>)</p> <p>(Note – Base License System Support in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).</p>		<p>4 (quarters per year)</p>	
--	--	--	--

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Additional Users Initial Licensure - 6.4.AU-IL			
<u>6.4.AU-IL.1 Additional Users Initial Licensure:</u> One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during <u>Year 1</u> , from the beginning of implementation to the end of year 1)		0 (none)	
<u>6.4.AU-IL.2 Additional Users Initial Licensure:</u> One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during <u>Year 2</u>)		1 (1 block of 25 users)	
<u>6.4.AU-IL.3 Additional Users Initial Licensure:</u> One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during <u>Year 3</u>)		0 (none)	
<u>6.4.AU-IL.4 Additional Users Initial Licensure:</u> One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during optional <u>Year 4</u>) (Note - Additional Users Initial Licensure in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		1 (1 block of 25 users)	
<u>6.4.AU-IL.5 Additional Users Initial Licensure:</u> One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during optional <u>Year 5</u>) (Note - Additional Users Initial Licensure in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		0 (none)	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Additional Users System Support - 6.4.C			
<u>6.4.C.1 Additional Users System Support:</u> Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 1</u> , from the beginning of implementation to the end of year 1)		0 (none)	
<u>6.4.C.2 Additional Users System Support:</u> Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 2</u>)		2 (2 quarters X 1 block of 25 users)	
<u>6.4.C.3 Additional Users System Support:</u> Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 3</u>)		4 (4 quarters per year X 1 block of 25 users)	
<u>6.4.C.4 Additional Users System Support:</u> Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 4</u>) (Note - Additional Users System Support in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		8 (4 quarters per year X 2 blocks of 25 users)	
<u>6.4.C.5 Additional Users System Support:</u> Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 5</u>) (Note - Additional Users System Support in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		8 (4 quarters per year X 2 blocks of 25 users)	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Consulting Services - 6.4.D			
<u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (<u>Year 1</u> rate per applied labor hour, for each position, below.)	N/A	N/A	
<u>6.4.D.1.a Project Manager (Year 1 rate per hour.)</u>		4 (hours)	
<u>6.4.D.1.b Component Architect (Year 1 rate per hour.)</u>		4 (hours)	
<u>6.4.D.1.c Lead JAVA / .NET developer (Year 1 rate per hour.)</u>		14 (hours)	
<u>6.4.D.1.d Certified JAVA / .NET developer (Year 1 rate per hour.)</u>		28 (hours)	
<u>6.4.D.1.e Non-Certified JAVA / .NET developer (Year 1 rate per hour.)</u>		28 (hours)	
<u>6.4.D.1.f Web-Developer (Year 1 rate per hour.)</u>		14 (hours)	
<u>6.4.D.1.g Business Analyst (Year 1 rate per hour.)</u>		8 (hours)	
<u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (<u>Year 2</u> rate per applied labor hour, for each position, below.)	N/A	N/A	
<u>6.4.D.2.a Project Manager (Year 2 rate per hour.)</u>		40 (hours)	
<u>6.4.D.2.b Component Architect (Year 2 rate per hour.)</u>		40 (hours)	
<u>6.4.D.2.c Lead JAVA / .NET developer (Year 2 rate per hour.)</u>		140 (hours)	
<u>6.4.D.2.d Certified JAVA / .NET developer (Year 2 rate per hour.)</u>		280 (hours)	
<u>6.4.D.2.e Non-Certified JAVA / .NET developer (Year 2 rate per hour.)</u>		280 (hours)	
<u>6.4.D.2.f Web-Developer (Year 2 rate per hour.)</u>		140 (hours)	
<u>6.4.D.2.g Business Analyst (Year 2 rate per hour.)</u>		80 (hours)	

Cost of Consulting Services: Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (<u>Year 3</u> rate per applied labor hour, for each position, below.)	N/A	N/A	
<u>6.4.D.3.a Project Manager (Year 3 rate per hour.)</u>		60 (hours)	
<u>6.4.D.3.b Component Architect (Year 3 rate per hour.)</u>		60 (hours)	
<u>6.4.D.3.c Lead JAVA / .NET developer (Year 3 rate per hour.)</u>		210 (hours)	
<u>6.4.D.3.d Certified JAVA / .NET developer (Year 3 rate per hour.)</u>		420 (hours)	
<u>6.4.D.3.e Non-Certified JAVA / .NET developer (Year 3 rate per hour.)</u>		420 (hours)	
<u>6.4.D.3.f Web-Developer (Year 3 rate per hour.)</u>		210 (hours)	
<u>6.4.D.3.g Business Analyst (Year 3 rate per hour.)</u>		120 (hours)	
Cost of Consulting Services: Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (<u>Year 4</u> rate per applied labor hour, for each position, below.) (Note – Cost of Consulting Services in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).	N/A	N/A	
<u>6.4.D.4.a Project Manager (Year 4 rate per hour.)</u>		80 (hours)	
<u>6.4.D.4.b Component Architect (Year 4 rate per hour.)</u>		80 (hours)	
<u>6.4.D.4.c Lead JAVA / .NET developer (Year 4 rate per hour.)</u>		280 (hours)	
<u>6.4.D.4.d Certified JAVA / .NET developer (Year 4 rate per hour.)</u>		560 (hours)	
<u>6.4.D.4.e Non-Certified JAVA / .NET developer (Year 4 rate per hour.)</u>		560 (hours)	
<u>6.4.D.4.f Web-Developer (Year 4 rate per hour.)</u>		280 (hours)	
<u>6.4.D.4.g Business Analyst (Year 4 rate per hour.)</u>		160 (hours)	

Cost of Consulting Services: Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (<u>Year 5</u> rate per applied labor hour, for each position, below.) (Note – Cost of Consulting Services in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).	N/A	N/A	
<u>6.4.D.5.a Project Manager (Year 5 rate per hour.)</u>		100 (hours)	
<u>6.4.D.5.b Component Architect (Year 5 rate per hour.)</u>		100 (hours)	
<u>6.4.D.5.c Lead JAVA / .NET developer (Year 5 rate per hour.)</u>		350 (hours)	
<u>6.4.D.5.d Certified JAVA / .NET developer (Year 5 rate per hour.)</u>		700 (hours)	
<u>6.4.D.5.e Non-Certified JAVA / .NET developer (Year 5 rate per hour.)</u>		700 (hours)	
<u>6.4.D.5.f Web-Developer (Year 5 rate per hour.)</u>		350 (hours)	
<u>6.4.D.5.g Business Analyst (Year 5 rate per hour.)</u>		200 (hours)	

<p><i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>	<p>Evaluation Cost Amount: (sum of all weighted cost amounts above)</p>	
<p>Lowest Evaluation Cost Amount from <u>all</u> Proposals</p> <p>-----</p> <p>--</p> <p>Evaluation Cost Amount Being Evaluated</p>	<p>X 30 (RFP Section 5.1)</p> <p>= SCORE:</p>	

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator			Date			
QUALIFICATIONS & EXPERIENCE Maximum Points: 20	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
QUALIFICATIONS & EXPERIENCE	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	

TECHNICAL APPROACH Maximum Points: 40						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						

EVALUATOR NAME						
TECHNICAL APPROACH	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
Total Qualifications and Experience and Technical Approach						

SOFTWARE DEMONSTRATION Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
SOFTWARE DEMONSTRATION	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL PROPOSAL SCORE						
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

\$250,000.00

(Two Hundred Fifty Thousand dollars)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

RFP 317.03-122

(RFP Number)

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____ , _____ .

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

STATE OF TENNESSEE
MARS RFP
317.03-122
REFERENCE INFORMATION QUESTIONNAIRE

Proposer's Name: _____

Reference (Client Organization) Name:

Person Responding To This
Request for Reference Information:

Printed Name

Signature **(MUST BE THE SAME AS THE SIGNATURE
ACROSS THE ENVELOPE SEAL)**

Person's Title: _____

Date Reference Form Was Completed: _____

NOTE: Reference should complete responses to the eleven (11) items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Describe the purpose of the software and the services provided by the vendor to your organization.
2. With regard to the software provided by the vendor to your organization, are you pleased with the software's capabilities? What about its ease of use?
3. Once again, with regard to the software, were you pleased with the installation process? Were there any surprises?
4. With regard to the data conversion, please describe your level of satisfaction with the conversion effort, including the planning, data purification, and validation/testing of the extracted data. Were there any surprises?
5. When your business requirements change, how easy is it to modify the system to accommodate the new requirements? Do these modifications require programming or can the end-user tailor the system him/herself?
6. If the project is complete, was it completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
7. If the project is still underway, is it currently in compliance with the terms of the contract, on time, and within budget? If not, please explain.

8. Considering the vendor as a corporate entity: Are you satisfied with their ability to perform based on your expectations and according to the contractual arrangements? In what areas of project execution do they excel? In what areas do they fall short?

9. Considering the vendor staff assigned to the project: Are you satisfied with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

10. Given this was a Commercial-Off-The-Shelf (COTS) product, what amount of modifications to the software package was required to meet your requirements?

11. Would you use the services of the vendor again?

BUSINESS REQUIREMENT GAP ANALYSIS

Req. No.	Requirement Description	% Out of the Box	% Requiring Customization	% Function Not Provided
A.1	Profession Setup			
A.1.1	Create a Department and Division			
A.1.1.1	Define Department Information			
A.1.1.2	Specify Department Financial Information			
A.1.1.3	Specify Case Complaint Information			
A.1.1.4	Specify Authorized Staff			
A.1.2	Create a Regulatory Board			
A.1.3	Establish Profession Profile			
A.1.3.1	Establish Profession Information			
A.1.3.2	Establish Rank Information			
A.1.3.3	Establish Profession Qualifications			
A.1.3.4	Establish Profession Specialties			
A.1.3.5	Establish License Pre-requisites			
A.1.3.6	Establish Supporting License Types			
A.1.3.7	Establish Profession Specific Data (PSD)			
A.1.3.8	Identify License Status			
A.1.3.9	Identify Activity Status			
A.1.4	Add Application Transaction Information			
A.1.4.1	Select Application Transactions			
A.1.4.2	Select Activities			
A.1.4.3	Specify Transaction Specifications			
A.1.5	Identify Inspection Criteria			
A.1.5.1	Identify Inspection Recording Method			
A.1.5.2	Identify Inspection Purge Method			
A.1.5.3	Identify Inspection Types			
A.1.5.4	Define Inspection Regions			
A.1.5.5	Identify Inspection Disciplines			
A.1.5.6	Add Inspectors			
A.1.5.7	Inspection Regulations			
A.1.6	Establish Fee Structure			
A.1.6.1	Add Fee Information			
A.1.6.2	Establish Fee Amounts			
A.1.6.3	Determine Application Transaction Fees			
A.1.7	Define Examination Requirements			
A.1.7.1	Define Exam Options			
A.1.7.2	Define Exam Sitting Schedule			
A.1.7.3	Define Exam Requirements			
A.1.8	Define Experience Criteria			
A.1.9	Define Education Criteria			
A.1.10	Define Continuing Education Information			
A.1.11	Define Continuing Education Requirements			
A.2	Issue License			
A.2.1	Issue Application			
A.2.1.1	Determine Application -Type			
A.2.1.2	Establish Rank Status			
A.2.1.3	Establish Professional Qualifications			

A.2.1.4	Establish Profession Specialties			
A.2.1.5	Establish "Other" Modifier			
A.2.1.6	Establish License Fees			
A.2.1.7	Assign Unique Identifiers			
A.2.2.1	Generate Application			
A.2.2.2	Display Applicant-Information			
A.2.2.3	Mailing Labels			
A.2.2.4	Report Application Activity			
A.2.3	Verify Initial Application			
A.2.3.1	Determine License Transaction			
A.2.3.2	Verify Initial Application-Information			
A.2.3.3	Verify Profession Specific Data			
A.2.3.4	Verify Out-of-State License			
A.2.3.5	Verify Credentials			
A.2.3.6	Verify Fees			
A.2.3.7	Manage Fee Increases			
A.2.3.8	Document Competency Information			
A.2.3.9	Verify Disciplinary History			
A.2.3.10	Verify Supporting Documentation			
A.2.3.11	Verify Supporting License Requirements			
A.2.3.12	Verify Experience			
A.2.3.13	Verify Initial Education			
A.2.3.14	Verify Criminal Background Check			
A.2.4	Verify Initial Organization Application			
A.2.4.1	Validate Organization Fees			
A.2.4.2	Record Basic Organization Information			
A.2.4.3	Verify Profession Specific Data			
A.2.4.4	Record Facility Ownership Information			
A.2.4.5	Determine Services Provided			
A.2.4.6	Verify Supporting Documents			
A.2.4.7	Notify Occupancy Inspection			
A.2.4.8	Issue Vehicle Permit			
A.2.4.9	Update Vehicle Permit History			
A.2.5	License Renewals			
A.2.5.1	Verify License Renewals			
A.2.5.2	Validate Continuing Education Requirements			
A.2.5.2.1	Continuing Education Option 1			
A.2.5.2.2	Continuing Education Option 2			
A.2.5.3	Verify Continuing Education Courses			
A.2.5.3.1	Continuing Education Option 1			
A.2.5.3.2	Continuing Education Option 2			
A.2.5.4	Compare Courses Taken to Course Requirements			
A.2.5.5	Audit Continuing Education Requirements			
A.2.6	Other Application Transactions			
A.2.6.1	Track Special Application Request			
A.2.6.2	Record Downgrade Request			
A.2.6.3	Record Upgrade Request			
A.2.6.4	Record Re-Exam Request			
A.2.6.5	Record Licensure Reinstatement Request			
A.2.6.6	Record Change of Address Request			
A.2.6.7	Record Reapplication Request			
A.2.6.8	Record Retirement Application Requests			
A.2.6.9	Application Appeal			
A.2.6.10	Post Application			
A.2.6.11	Report Application Status			

A.2.7	Miscellaneous Profession Specific Requirements			
A.2.7.1	Supporting License Determinations			
A.2.7.2	Establish Profession Specific Data (PSD)			
A.2.7.3	Manufactured Housing Decals and Inspections			
A.2.7.4	Bonds and Sureties			
A.2.7.5	Licensing Events			
A.2.7.5.1	Boxing Matches			
A.2.7.5.2	Toughman Contest			
A.2.7.5.3	Automobile Races			
A.2.7.5.4	Investigations			
A.2.8	Issue License			
A.2.8.1	Verify License Pre-Requisites			
A.2.8.2	Verify Examination Results			
A.2.8.3	Generate Exam Roster			
A.2.8.4	Register Exam Participants			
A.2.8.5	Compare Exam Scores			
A.2.8.6	Post Exam Scores			
A.2.8.7	Generate Exam Reports			
A.2.9	Create an Initial License			
A.2.9.1	Verify License Status			
A.2.9.2	Document Regulatory Board Approval			
A.2.9.3	Generate License Certificate			
A.2.9.4	Produce License-Directory			
A.2.9.5	Maintain License Information			
A.2.9.6	Upgrade Qualification/Specialty Status			
A.2.9.7	Record Conditional License Change			
A.2.9.8	Record Suspended License Information			
A.2.9.9	Record Terminated License			
A.2.9.10	Record Deceased License Status			
A.2.9.11	Record Revoked License Status			
A.2.9.12	Display License Information			
A.3	Track Complaints and Cases			
A.3.1	Initiate/Add a Complaint			
A.3.1.1	Initiate/Add a Complaint - Option 1			
A.3.1.1.1	Initiate a Complaint			
A.3.1.1.2	Add a Complaint			
A.3.1.2	Initiate/Add a Complaint - Option 2			
A.3.1.2.1	Initiate a Complaint			
A.3.1.2.2	Add a Complaint			
A.3.1.2.3	Add a Complainant			
A.3.1.3.1	Add A Respondent			
A.3.1.3.2	Notify Respondent			
A.3.1.3.3	Post Respondent Response			
A.3.1.4	Report Prioritized Complaints			
A.3.1.5	Report New Complaints			
A.3.2	Schedule Complaint Review			
A.3.2.1	Document First Review			
A.3.2.2	Assign an Investigator			
A.3.2.3	Audit Investigative Activity			
A.3.2.4	Document Second Review			
A.3.2.5	Post Disposition			
A.3.3	Create a Case			
A.3.3.1	Create a Complaint Related Case			
A.3.3.2	Assign Attorney			
A.3.3.3	Display Attorney Assignments			

A.3.3.4	Report New Cases			
A.3.3.5	Track Case Activities			
A.3.3.6	Display Case Information			
A.3.3.7	Record Case Activity Prior to Board Action			
A.3.3.8	Record Results of Board Action			
A.3.3.9	Record Case Activity After Initial Board Action			
A.3.3.10	Document Appeal Activities			
A.3.3.11	Document Order of Modification and Order of Compliance			
A.3.4	Identify Case Costs			
A.3.5	Track Respondent's Compliance Terms and Payments			
A.3.5.1	Track Compliance Terms			
A.3.5.2	Track Respondent's Payments			
A.3.5.2.1	Record Payment of Penalties			
A.3.5.2.2	Distribute Payments			
A.3.5.2.3	Display Payments			
A.3.5.2.4	Record Refund			
A.3.5.2.5	Transfer Payment by Profession			
A.3.6	Report Compliance Activity			
A.4	Financial			
A.4.1	Record Cash Office Payments			
A.4.1.1	Post Fee Information			
A.4.1.2	Cash Batch Entry			
A.4.1.3	Validate Fee Payment			
A.4.1.4	Changes to Payments			
A.4.1.5	Report Daily Transactions			
A.4.1.6	Post Unassigned Fees			
A.4.1.7	Report on Unassigned Payments			
A.4.1.8	Validate Daily Deposit			
A.4.1.9	Create Bank Deposit Slip			
A.4.2	Post On-line Renewal Fees			
A.4.2.1	Verify Credit Card Payments			
A.4.2.2	Verify Credit Card Clearinghouse Payment			
A.4.2.3	Create a Cash Receipt Report			
A.4.3	Post Renewal Fees Paid at Revenue			
A.4.4	Report Cash Exceptions Payment Problem Report Codes			
A.4.4.1	Record Bad Checks			
A.4.4.2	Create Bad Check Report			
A.4.4.3	Create Refund Report			
A.4.4.4	Report Late Payments			
A.5	Health Care Consumer's Right to Know			
A.5.1	Post Profile Information			
A.5.2	Update Profile Information			
A.5.3	Report Profile Information			
A.6	Notes Feature			
A.6.1	Ability to store notes in one place			

SOFTWARE, HARDWARE, AND COMMUNICATIONS PROTOCOLS

[illegible]